



Bryce Yokomizo
Director

May 20, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO
FILE KEEPERS, LIMITED LIABILITY COMPANY TO PROVIDE
CASE RECORD STORAGE AND RETRIEVAL SERVICES
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the enclosed Agreement with File Keepers, Limited Liability Company (LLC) effective July 1, 2003, or the day after Board approval, whichever is later, through June 30, 2008, with an estimated contract cost of \$11,216,460 for the five-year term of the Agreement to provide Case Record Storage and Retrieval services. To the extent these costs are claimed to CalWORKs and Food Stamps, there is no additional net County cost (NCC) after the required Maintenance of Effort (MOE) is met. The share of costs associated with other programs, such as General Relief, results in an estimated NCC of \$202,000 annually. Funding for this contract is included in the FY 2003-04 Proposed Budget. Funding for future years will be included in the Department's annual budget requests.
2. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign amendments to this Agreement that result in any decrease, or any increase of no more than ten percent of the Agreement's unit rates when the change is necessitated by additional and necessary services that are required for the Contractor to perform in order to comply with changes in federal, State or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendment, and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 30, 1998, your Board approved a five-year contract with File Keepers, LLC to provide Case Record Storage and Retrieval services for DPSS. The current five-year Agreement with File Keepers, LLC expires on June 30, 2003.

Under the proposed relet contract with File Keepers, LLC the contractor will continue to provide DPSS with secured storage of approximately five million public assistance records and an additional 45,000 boxes of other records/documents. The contractor will also continue processing new records and boxes of documents into storage, which is approximately 50,000 records monthly, and processing retrieval requests, which is approximately 4,100 records monthly.

California Department of Social Services' (CDSS) contract guidelines generally limit contract terms to three years without prior CDSS approval for a longer term. DPSS requested CDSS approval for a five-year contract in order to encourage vendors to submit proposals by allowing them to amortize start-up costs and initial transfer of records over a longer period of time, thereby resulting in a more competitive solicitation process. On July 8, 2002, CDSS granted approval for a five-year term.

Implementation of Strategic Plan Goals

The recommendations are consistent with the principles of the Countywide Strategic Plan Goal #3 (Organizational Effectiveness) to ensure that service delivery systems are efficient, effective and goal-oriented and Goal #4 (Fiscal Responsibility) to strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The estimated contract cost for this Agreement is \$11,216,460 for the five-year term of the Agreement. The estimated annual cost of the Agreement is \$2,243,292. To the extent these costs are claimed to CalWORKs and Food Stamps, there is no additional NCC after the required MOE is met. There is an annual \$202,000 NCC that results from costs associated with other programs, such as General Relief, which is included in the Department's FY 2003-04 Proposed Budget. Funding for future years will be included in the Department's annual budget requests.

The contractor will be paid monthly in arrears for the provision of Case Record Storage and Retrieval services. The rates are firm and fixed for the five-year term of the Agreement and do not provide for cost-of-living adjustments.

This Agreement is not subject to a contract maximum. The estimated cost may increase or decrease based solely upon workload fluctuation. Recent workload statistics were used to determine the estimated contract cost; however, this could significantly change due to changes in regulations governing public assistance programs, case record destruction, and other changes in policy/procedures. However, DPSS will closely monitor expenditures and, if costs are projected to exceed available funding, will reduce usage of the contract services to stay within the available funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract term will commence on July 1, 2003, or the day after Board approval, whichever is later, and will continue through June 30, 2008.

File Keepers, LLC is a private corporation founded in 1975, which provides expertise in the field of records and information management, including pick-up and delivery services, storage and retrieval of records and documents. File Keepers, LLC is a wholly owned subsidiary of Raleigh Enterprises, a Los Angeles based, privately held real estate development and management company.

The award of this Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The Agreement includes the provision for the contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a re-employment list during the life of the Agreement when filling future vacancies.

The Agreement also requires that the contractor consider hiring participants of the Greater Avenues for Independence (GAIN) Program and General Relief Opportunities for Work (GROW) Program.

The County may terminate the contract with a 30 calendar day prior written notice. The Agreement also contains provisions that limit the County's obligation if funding is not appropriated by the Board for each year of the Agreement.

The Contractor will not be asked to perform services which will exceed the Agreement's rates, scope of work, and contract term.

Provisions for the County's Jury Service Program have been included in the contract. The contractor is in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provision is included in the Agreement, which requires the contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The Agreement contains Contractor Responsibility and Debarment language and has been approved as to form by County Counsel.

CONTRACTING PROCESS

File Keepers, LLC was selected through a competitive solicitation process. DPSS released a Request for Proposals (RFP) on December 10, 2002. Based on the evaluation of submitted proposals, File Keepers, LLC was the highest ranked bidder.

On November 7, 2002, the Department mailed 21 interest letters to potential vendors and advertised the solicitation in 12 newspapers, including the Los Angeles Times and several community newspapers. Additionally, interest letters were mailed to 18 Community Business Enterprises (CBEs), and the solicitation was advertised on the Los Angeles County Bid Website.

On December 10, 2002, DPSS mailed an RFP to 29 organizations that had expressed interest in the contract. DPSS also made the RFP available on the Los Angeles County Bid Website. On December 18, 2002, the Department held a proposer's conference, which representatives from eight different organizations attended. Vendors submitted questions prior to and at the conference. DPSS released written responses in an addendum on December 26, 2002.

DPSS received five timely proposals. The Department first reviewed the proposals using a pass/fail process. The Department determined that one of the proposals did not pass the initial screening, leaving four proposals to be evaluated.

Of the four proposals, File Keepers, LLC's proposal received the highest score from each of the evaluation panel members. Moreover, the evaluation panel members unanimously ranked File Keepers, LLC highest in the areas of Service Methodology, Quality Control, Management and Staff Qualifications, and Proposer Capability. File Keepers, LLC did not have the lowest cost proposal, but their proposal provided the best plan of addressing the unique method of storage required by DPSS. DPSS has received superior customer service from File Keepers, LLC in its provisions of these storage and retrieval services for the past 17 years under its previous three agreements with the County.

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After the completion of the evaluation process and the Department's approval of the evaluation panel's recommendation, the Department successfully negotiated reductions in Filekeepers, LLC's proposed rates. The reductions resulted in estimated savings of \$2,001,805 over the term of the Agreement.

The Local Small Business Enterprise (SBE) program's provisions were included in the RFP and applied. While one proposer claimed Local SBE credit, neither DPSS nor the Office of Affirmative Action Compliance was able to confirm the proposer's Local SBE certification. Therefore, no Local SBE credit was applied in the evaluation process.

On April 17, 2003, DPSS sent certified letters to the non-recommended vendors notifying them that they were not being recommended for contract award based on the evaluation of their proposals. In addition, the Department offered to debrief interested vendors on their respective proposal evaluation and reminded them of their protest rights, as listed in the RFP. To date, one vendor, Diversified Information Technologies, Inc., has requested a debriefing. Department staff debriefed the vendor via telephone on April 21, 2003.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of this Agreement will enable the Department to continue effective case storage and retrieval processes.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return to DPSS one adopted stamped Board letter and three original signed copies of the Case Record Storage and Retrieval Services Agreement.

Respectfully submitted,

Bryce Yokomizo
Director

BY:hs

Enclosures

The Honorable Board of Supervisors

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c: Executive Officer, Board of Supervisors
 Chief Administrative Officer
 County Counsel

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CASE RECORD STORAGE AND RETRIEVAL SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND FILE KEEPERS, LIMITED LIABILITY COMPANY

Prepared by
Department of Public Social Services
Contract Management & Monitoring Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411
May 2003

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
FILE KEEPERS, LIMITED LIABILITY COMPANY**

This Agreement is made and entered into this _____ day of _____ 2003, by and between the County of Los Angeles, hereinafter referred to as the COUNTY and File Keepers, Limited Liability Company, hereinafter referred to as the CONTRACTOR. File Keepers, Limited Liability Company, is located at 6277 East Slauson Avenue, Commerce, California, 90040.

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY lacks the experience and resources necessary to provide case record storage and retrieval services; and

WHEREAS, COUNTY is authorized by Government Code Section 26227 and 31000 to contract for such services, including those contemplated herein; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY for provision of Case Record Storage and Retrieval Services and CONTRACTOR has been selected for recommendation for award of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I and J as set forth below, are attached to and form a part of this Agreement.
2. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

Attachment A	Statement of Work and Technical Exhibits
Attachment B	Contractor Budget and Employee Benefits
Attachment C	Sample Monthly Invoice Format
Attachment D	Certification of Independent Price Determination
Attachment E	Invitation for Bid/Request for Proposals/Grounds for Rejection

- Attachment F Contractor Employee Acknowledgment and Confidentiality Agreement
- Attachment G Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment H Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment I Earned Income Credit - Notice 1015
- Attachment J Safely Surrendered Baby Law

3. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supercedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- 1.0** Subject to the termination provisions set forth herein, the term of this Agreement shall commence on July 1, 2003, or the day after Board of Supervisor's approval, whichever is later, and shall continue through June 30, 2008.
 - 1.1** CONTRACTOR shall notify the Department of Public Social Services when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Public Social Services at the address herein provided in Section V, Invoicing and Payment, Subsection 3.0 hereunder.
- 2.0.** Subject to the COUNTY's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement or breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, the CONTRACTOR shall, upon receipt of notice of termination:
 - 2.1** Immediately eliminate all new costs and expenses under this Agreement. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

- 2.2** Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 3.0** Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services, CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.

III. INTERPRETATION

The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1. Board of Supervisors

The Board of Supervisors of the County of Los Angeles.

2. Contractor

The organization which has entered into this contract with the COUNTY to perform or execute the work covered by these specifications.

3. Contract Manager

The individual designated by the CONTRACTOR to administer the contract operations after contract award.

4. County Contract Administrator (CCA)

The individual designated by the COUNTY to monitor the CONTRACTOR's performance in the daily operation of the contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

5. Director

The Director of the Department of Public Social Services, County of Los Angeles, or his authorized representative(s).

6. Department of Public Social Services (DPSS)

The COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles County.

7. Fiscal Year (FY)

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

IV. CONTRACT RATES

Firm Fixed Rates per Unit of Service

Effective July 1, 2003 through June 30, 2008, COUNTY shall compensate CONTRACTOR monthly, in arrears, for the actual volume of units of service provided at the following firm fixed rates per unit of service:

FIRM FIXED RATES PER UNIT OF SERVICE FOR THE TERM OF THE AGREEMENT*	
I. CASE RECORDS/SPECIAL INVESTIGATION RECORD STORAGE & RETRIEVAL	RATE PER UNIT
A. Receiving and Processing a New Record for Storage	\$1.85
B. Processing a Duplicate Case Record	\$1.85
C. Storage of a Box of Records (per Box of Records per month)	\$0.15
D. Retrieval of a Record	\$1.68
E. Refiling of a Record	\$1.68
F. Data Entry per Record that is Undeliverable (retrieval not deliverable as record is out to another district)	\$0.00
II. BOXES OF GR/NAFS CASE RECORDS/DOCUMENTS; IHSS TIMESHEETS AND AUDIT CASE RECORDS	
A. Receipt and Processing of a New Box for Storage	\$1.85
B. Retrieval of a Box	\$1.68
C. Refiling of a Box	\$1.68
D. Storage of a Box of Records/Documents (per box per month)	\$0.15
E. Data Entry per Box that is Undeliverable (box borrowed by another district)	\$0.00

III. GENERAL SERVICES	
A. Pick-up/Delivery per Regular Stop (every other workday)	\$12.95
B. Pick-Up/Delivery per Emergent Stop (within 1 workday of request)	\$22.95
C. Permanent Removal of a Box for Destruction	\$1.75

*The same firm fixed rates apply to the Case Records borrowed and returned by the Department of Children and Family Services (DCFS). CONTRACTOR shall show such DCFS charges separately from DPSS charges on the monthly invoice submitted to DPSS.

V. **INVOICING AND PAYMENT**

1.0 **Method of Payment**

Payment of the Firm Fixed Rate per Unit of Service specified in Part IV, Contract Rates, shall be made monthly in arrears based on the actual volume of units of service provided during the service month. The monthly charge per each category of service shall equal the Firm Fixed Rate per Unit of Service multiplied by the number of units of service provided during the service month. The monthly charge for each category of service shall then be added together for the total monthly charge.

1.1 CONTRACTOR shall bill COUNTY for storage costs for continuing inventory based on the actual number of Boxes in storage at CONTRACTOR's storage facility on the last day of the calendar month prior to the month for which services were provided. (For example, for the service month of July 2003, CONTRACTOR shall bill for the actual number of Boxes in storage at CONTRACTOR's facility on June 30, 2003.)

1.2 CONTRACTOR shall not prorate storage charges for new Boxes received (i.e., Boxes of GR/NAFS Case Records/Documents, IHSS Timesheets, Court/Audit Cases) or Boxes created as new Case Records/Special Investigation Records that are received effective July 1, 2003 during the service month. Rather, CONTRACTOR shall bill for a full month's storage on all Boxes received or created on or before the fifteenth (15th) of the service month, and no monthly storage charge for those received or created on or after the sixteenth (16th) of the service month.

1.3 CONTRACTOR shall add continuing inventory and new inventory numbers together (i.e., the continuing inventory and the new inventory as detailed in paragraphs 1.1 and 1.2 above) and shall deduct from the total, and not bill COUNTY for the following:

1.3.1 CONTRACTOR shall deduct and not bill COUNTY for the number of Boxes permanently removed from the inventory (i.e., for destruction, or for any other reason, as determined by COUNTY) on or before the fifteenth (15th) of the month.

1.4 CONTRACTOR shall bill one (1) fee only for the processing of a duplicate record, as outlined in Section 5.3.4, regardless of the number of records combined in one transaction.

1.4.1 CONTRACTOR shall not charge a data entry fee when updating the inventory system to reflect that records have been combined as a result of duplicate processing.

1.4.2 CONTRACTOR shall not charge both a fee for processing a new Case Record into storage and a duplicate record fee on the same Case Record. A fee shall be charged for duplicate processing when it is determined a record being sent to storage must be combined with an existing record in storage.

2.0 Invoicing

CONTRACTOR shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Invoice Format, each in an original and one copy, to the County Contract Administrator within fifteen (15) calendar days following the end of the month in which services were provided or payment may be delayed.

Each invoice shall be supported by back-up documentation to validate the invoice amounts. This documentation shall include, but not be limited to, the following:

- ☐ County Transmittal Forms documenting new Case/Special Investigation Records and Boxes received from County offices for the service month;
- ☐ County Transmittal Forms documenting Refile Case/Special Investigation Records and Boxes received from County offices for the service month;
- ☐ Contractor Delivery Manifests (supported by County Retrieval Request documentation) listing all Case/Special Investigation Record and Box retrievals requested, retrieved and delivered, including all emergent deliveries and undeliverable retrieval requests;

- Inventory System documentation of the Case Records identified and combined as duplicate records;
- Inventory System documentation of the number of Case/Special Investigation Records and Boxes in storage for the service month; and
- Listing of all Boxes removed for destruction (based on written instruction from COUNTY).

3.0 CONTRACTOR shall submit its invoices to the attention of the CCA at the following address, and to such additional addresses as may be directed in writing from time to time by the CCA:

Department of Public Social Services
 Contract Management and Monitoring Division
 12900 Crossroads Parkway South, 2nd Floor
 City of Industry, CA. 91746-3411
 Attn: Case Record Storage and Retrieval Services CCA

4.0 Upon COUNTY's review and approval of an accurate invoice, the COUNTY shall authorize payment and process the approved invoice for payment, providing CONTRACTOR is not in default under any provision of this Agreement. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by the Agreement not deducted from any payment made by CONTRACTOR to COUNTY.

5.0 COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.

6.0 The COUNTY may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Agreement. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by COUNTY to CONTRACTOR.

7.0 Prior to receiving final payment under this Agreement, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.

8.0 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service

provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

9.0 COUNTY shall have no requirement for payment other than as set forth in this Agreement.

VI. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

3.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

4.0 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Agreement. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Agreement.

5.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1** For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 5.2** For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3** The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the COUNTY Board of Supervisors under the following conditions:

- 5.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
- 5.3.2 The amendment is for a decrease in the Agreement costs.
- 5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services' budget.
- 5.3.4 The amendment is for an increase of no more than 10 percent of the total contract rates, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
- 5.3.5 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Agreement.
- 5.3.6 The DPSS Director will notify the Chief Administrative Office within ten (10) business days after execution of each amendment.

6.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working on this Agreement shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

7.0 CIVIL RIGHTS

The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, California Department of Social Services *Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment H, hereunder.

8.0 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Agreement.

9.0 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

Within fifteen (15) business days after contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

9.1 The COUNTY Contract Administrator (CCA) will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

9.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

9.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

10.0 COMPLETION OF CONTRACT

- 10.1** Ninety (90) calendar days (or shorter time period as may be determined by COUNTY) prior to the expiration or termination of this Agreement, CONTRACTOR shall allow COUNTY or newly selected contractor a transition period for orientation purposes and the orderly turnover of CONTRACTOR's current operation without additional cost to the COUNTY. CONTRACTOR shall provide assistance for an orderly transition of all work back to COUNTY or another contractor by the provision of key personnel (who shall be cooperative and able to explain/answer questions regarding the various required contract functions as they are currently performed by CONTRACTOR), plans, and training (including an orientation to computer systems used and reports produced). CONTRACTOR's staff shall be available and cooperative in answering all operational questions raised by COUNTY and/or newly selected contractor. During this transition period, CONTRACTOR shall continue to process all work timely and accurately so that the operation is current at expiration or termination of this Agreement.

Upon expiration or termination of this Agreement, or upon demand from COUNTY, and with receipt of written instructions from COUNTY, CONTRACTOR shall remove, identify, palletize, and stage on its loading dock (or shipping area) all boxes of DPSS Case Records, boxes of IHSS timesheets, boxes of General Relief/Non-Assistance Food Stamp case records, documents and boxes of Court/Audit case records in a manner acceptable to COUNTY, and at no cost to COUNTY. CONTRACTOR shall update its Inventory System to accurately reflect all Case Records/Boxes placed on its loading dock for pick-up by COUNTY and provide COUNTY with a computer tape listing all such Case Records/Boxes. CONTRACTOR shall assist and work with COUNTY and its designated movers in meeting COUNTY's transfer schedules and timetables. COUNTY, or COUNTY's designee, shall provide moving staff and necessary equipment to transfer its records off the CONTRACTOR's dock.

- 10.2** If CONTRACTOR fails to comply with any of the terms set forth in Subparagraph 10.1, COUNTY shall have the right to withhold fifty percent (50%) to one hundred percent (100%) of the last two (2) months' payments under this Agreement as liquidated damages.

11.0 COMPLIANCE WITH JURY SERVICE PROGRAM

11.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

11.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless Contractor has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions

of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such a material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

12.0 COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations Section
4. Social Security Act

5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 [h])
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) (Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60)
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)

CONTRACTOR shall maintain all licenses required to perform the Agreement. CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

13.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

14.0 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement.

The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment F, hereunder.

By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

15.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

15.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Agreement.

The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180.010*; "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals/Grounds for Rejection," Attachment E, hereunder.

The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Agreement.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

15.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted

during the term of this Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 15.0 shall be a material breach of this Agreement.

16.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

17.2 As a threshold requirement for consideration for contract award, CONTRACTOR shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening.

Additionally, CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

18.0 CONTRACTOR'S EMPLOYEES

- 18.1** The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.

While providing services to COUNTY under this Agreement, the CONTRACTOR's designated employees shall retrieve, transport and deliver case records and documents to and from designated COUNTY facilities and CONTRACTOR's storage facilities. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory, shall be removed from the performance of requested services immediately upon the written or oral notification from the CCA.

- 18.2** The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

19.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent location at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

- 20.1** CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from

bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

20.2 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: 1) violated any term of a contract with the COUNTY; 2) committed any act or omission which negatively reflects the CONTRACTOR's quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern of practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the COUNTY or other public entity.

20.3 If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

20.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.

If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

20.5 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

20.6 These terms shall also apply to subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

22.0 COUNTY LOBBYISTS

22.1 Federal Certification and Disclosure Requirement

If any federal monies are to be used to pay for CONTRACTOR'S services under this Agreement, CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101 - 121 (31 U.S.C. Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

22.2 COUNTY Lobbyists

CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Chapter 2.160. Failure on the part of CONTRACTOR or any County Lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

23.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

24.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

25.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

26.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

26.1 The CONTRACTOR shall develop all publicity material in a professional manner.

26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not

publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 26.3** The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this contract with the County of Los Angeles, provided, however, that the requirements of this Section 26.0 shall apply.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

28.0 FISCAL ACCOUNTABILITY

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

29.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Agreement.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Division.

31.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

32.0 INDEPENDENT CONTRACTOR STATUS

32.1 This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

32.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

32.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Agreement.

33.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

34.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

34.1 EVIDENCE OF INSURANCE

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to the **Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746-3411, Attention: Jose R. Perez, Acting Director, Contract Management Section I**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement;

Clearly evidence all coverages required in this Agreement;

Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement; and

Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

34.2 INSURER FINANCIAL RATINGS

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

34.3 FAILURE TO MAINTAIN COVERAGE

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

34.4 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence;

Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement;

Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager; and

Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

34.5 COMPENSATION FOR COUNTY COSTS

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

34.6 INSURANCE COVERAGE REQUIREMENTS FOR SUBCONTRACTORS

CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement to meet the insurance requirements of this Agreement by either:

CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

35.0 INSURANCE COVERAGE REQUIREMENTS

35.1 GENERAL LIABILITY

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each occurrence	\$1 million

35.2 AUTOMOBILE LIABILITY

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles or coverage for “any auto.”

35.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

Workers’ Compensation and employers’ liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

35.4 PERSONAL PROPERTY COVERAGE

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the “declared value” of the Case Records/Documents stored at CONTRACTOR’s facility. COUNTY hereby declares that the value of the Case Records stored pursuant to this Agreement is equal to five cents (\$.05) per pound. For purposes of this Agreement, an average weight of the Case Records and Boxes stored pursuant to this Agreement shall govern, and it is agreed that a Box of Case Records shall be deemed to have an average weight of thirty (30) pounds and an unboxed Case Record shall be deemed to have an average weight of two (2) pounds.

36.0 LIQUIDATED DAMAGES

If the CONTRACTOR breaches the Performance Requirements Summary (PRS) Chart as defined in Attachment A, Technical Exhibit 6.1, the COUNTY will have a claim against CONTRACTOR for the sum specified in the PRS, to be paid by the

CONTRACTOR in accordance with the Contract as liquidated damages. This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract, and shall not, in any manner restrict or limit the COUNTY's right to terminate this Contract as agreed herein.

37.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to COUNTY under this Agreement.

38.0 NEW TECHNOLOGY

CONTRACTOR and COUNTY acknowledge the probability that the technology of any software and hardware produced under this Agreement will change and improve during the term of this Agreement. COUNTY desires the flexibility to incorporate into the Inventory System any new technologies as they may become available. Accordingly, CONTRACTOR shall, promptly upon discovery and on a continuing basis, apprise COUNTY of all new technologies, methodologies and techniques which CONTRACTOR considers to be applicable to the Inventory System. Specifically, upon COUNTY's request, CONTRACTOR shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the Inventory System, and provide an estimate of the impact such incorporation will have on performance and cost. COUNTY may, at its sole discretion, request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the Inventory System pursuant to the provisions of Section VI, Paragraph 5.0, Changes and Amendments of Terms.

39.0 NONDISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

- 39.1** CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 39.2** CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 39.3** CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 40.0 when so requested by the COUNTY.
- 39.4** The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 39.5** If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Agreement. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Agreement.
- 39.6** The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Agreement, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

39.7 The CONTRACTOR shall sign the form "Bidder-s/Offeror-s EEO Certification,@ Attachment G, hereunder.

40.0 NOTICES

40.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) business days, give written notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

40.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

40.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

40.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business as follows:

Tom Mc Govern, President
File Keepers, Limited Liability Company
6277 East Slauson Avenue
Los Angeles, California 90040-3011

40.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to :

Jose R. Perez, Acting Director, Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

40.6 Changes of Address

Either party can designate a new address by giving ten (10) day advance written notice to the other party.

40.7 Termination Notices

In the event of suspension or termination of the Agreement, written notices may also be given upon personal delivery to CONTRACTOR's business address at 6277 East Slauson Ave., Los Angeles, Ca., 90040, to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

41.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (see Attachment I hereunder).

42.0 OWNERSHIP OF DATA/EQUIPMENT

42.1 COUNTY shall be the sole owner of any and all data/information related to Case Records/Boxes stored by CONTRACTOR.

42.2 COUNTY shall be sole owner of any equipment purchased under this Agreement by CONTRACTOR (as included in CONTRACTOR's budget for this Agreement or any subsequent budget amendments to this Agreement), or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Agreement.

42.3 Within fifteen (15) days after expiration or termination of this Agreement, or at any time upon demand by COUNTY, CONTRACTOR agrees to provide COUNTY with one (1) copy of the DPSS Case Tracking System in a format acceptable to COUNTY. In addition, CONTRACTOR agrees to

provide COUNTY with data pertaining to the tracking of GR/NAFS and IHSS boxes, and other boxes similarly stored, which shall be provided in a format deemed acceptable to COUNTY.

43.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, for or by reason of any actual or alleged infringement of any United States patent or copyright, or any actual or alleged trade secret disclosure or misappropriation arising from or related to the software or the operation and utilization of CONTRACTOR's work under this Agreement. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 43.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY (which approval shall not be unreasonably withheld) in writing.

Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as required by law and this Agreement, COUNTY shall be entitled to reimbursement for all such costs and expenses.

Without limiting the foregoing, if so requested by COUNTY, CONTRACTOR shall, at no cost to COUNTY, either: 1) obtain a license for COUNTY to use all elements of the software from any person or entity found to have been damaged by any such infringement or 2) to the extent it is unable to obtain such a license, provide to COUNTY products functionally equivalent, in COUNTY's reasonable determination, to such elements.

44.0 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind solely developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY, with the exception of materials as outlined in Section VI, Further Terms and Conditions, Paragraph 43.0. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 44.0, shall survive the expiration or other termination of this Agreement.

44.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary

information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Agreement.

- 44.2** COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided; however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, COUNTY shall either 1) cause all copies of such information to be returned to CONTRACTOR, or 2) certify to CONTRACTOR that all copies of such information have been destroyed.

45.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 46.0, Records Retention and Inspection, herein below.

46.0 RECORDS RETENTION AND INSPECTION

- 46.1** The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Agreement, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or an audit.

- 46.2** Other required documents to be retained include, but are not limited to:

1. Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
2. Confidentiality Agreement: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment F).

3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to Contractor-s profession.
4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation meetings and shall provide to the CONTRACTOR for retention.

46.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, CONTRACTOR shall either 1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or 2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.
2. Failure on the part of the CONTRACTOR to comply with the provisions of this Section 46.0 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

47.0 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors= policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

48.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall immediately replace said personnel.

49.0 RISK OF LOSS

CONTRACTOR shall bear the full risk of loss due to the total or partial destruction of the hardware and/or software, used for performance of required

services under this Agreement, until the expiration or termination of this Agreement.

50.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the facility. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within twenty-four (24) hours any of its employees performing services hereunder when notified orally or in writing by the CCA that: 1) such employee has violated such rules or regulations; or 2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

51.0 SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Attachment J.

52.0 SUBCONTRACTING

52.1 No performance of this Agreement or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

52.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Agreement.

The CONTRACTOR's request for approval to enter into a subcontract shall include:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise; and
4. A resume of the potential subcontractor's background and experience.

52.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision:
"This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

52.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

53.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 21.0, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 55.0, Termination For Default of The CONTRACTOR.

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place

of business. COUNTY's CSSD will supply CONTRACTOR with the poster to be used.

54.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

- 54.1** Performance of services under this Agreement may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 54.2** If during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.
- 54.3** After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
1. Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination; and
 2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 54.4** After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.
- 54.5** Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables pertaining to the DPSS Case Tracking System and tracking of separate categories of stored Boxes within ten (10) business days after termination of this Agreement.

54.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Section 47.0, Records Retention and Inspection, herein above.

54.7 Subject to the provisions of Subsection 55.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of work not terminated.

55.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

55.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If the CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof.
2. If the CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress and thereby endangers performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.

55.2 In the event the COUNTY terminates this Agreement in whole or in part as provided in this Section 56.0, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or

55.3 If after giving Notice of Termination of this Agreement under the provisions of this Section 55.0, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Section 55.0 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued

pursuant to Section 54.0, Termination For Convenience of the COUNTY, herein above.

- 55.4** Upon termination of this Agreement, the CONTRACTOR shall adhere to the termination provisions of Section 54.0 herein above.

56.0 TERMINATION FOR IMPROPER CONSIDERATION

- 56.1** The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 56.2** The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 56.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

57.0 TERMINATION FOR INSOLVENCY

- 57.1** The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

☐ Insolvency of the CONTRACTOR

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

57.2 The rights and remedies of the COUNTY provided in this Subparagraph 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

59.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Agreement, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Agreement.

60.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

61.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

62.0 WAIVER

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of

this Agreement. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

63.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer(s), this _____ day of _____ 2003.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Senior Deputy County Counsel

FILEKEEPERS, LIMITED LIABILITY
COMPANY

By _____

Typed Name _____

Title _____

Address _____

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 GENERAL

1.1 SCOPE OF WORK

CONTRACTOR shall provide all personnel, space, telephone services, utilities, equipment, vehicles, services, supplies, forms and any other items necessary to maintain control and accountability to provide necessary services described in Section 5.0, Specific Tasks, hereunder. In addition, CONTRACTOR shall add any additional category of cases, records or documents the COUNTY deems necessary and provide storage and pick-up and delivery as directed by COUNTY. CONTRACTOR must perform to the standards set forth in Technical Exhibit 6-1, Performance Requirements Summary, hereunder.

1.2 KEY COUNTY PERSONNEL

1.2.1 COUNTY Contract Administrator (CCA)

1.2.1.1 The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of the Agreement.

1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

1.2.1.3 The CCA may negotiate with CONTRACTOR on changes in service requirements pursuant to Contract Section VI, Further Terms and Conditions, Paragraph 5.0, Changes and Amendments of Terms, Subparagraph 5.1, herein above.

1.2.1.4 The CCA is not authorized to make any changes in the Standard Terms and Conditions of the Agreement and is not authorized to obligate the COUNTY in any way.

1.2.1.5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at any time thereafter a change of CCA is made.

1.2.2 Quality Assurance Evaluator (QAE)

COUNTY may designate one (1) person who will act as Quality Assurance Evaluator (QAE) for the COUNTY on all technical standards and requirements pertinent to the Agreement and monitor the CONTRACTOR's performance under the Agreement using the quality assurance procedures established in Technical Exhibit 6.1, Performance Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Agreement. The QAE and the CCA may be the same person. Specifically, the QAE shall:

1.2.2.1 Ensure that technical standards and requirements of this Agreement are met, and evaluate the CONTRACTOR's performance under this Agreement.

1.2.2.2 Not be authorized to make changes in the terms and conditions of this Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.

1.2.2.3 Advise the CCA as to the CONTRACTOR's performance in areas relating to technical requirements and technical standards.

1.2.2.4 Inform the CONTRACTOR of the name, address and telephone number of the QAE, in writing, at the time this Agreement is awarded, and at anytime thereafter a change of the QAE is made.

1.3 **KEY CONTRACTOR PERSONNEL**

1.3.1 Contract Manager

1.3.1.1 CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Agreement and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.

1.3.1.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding COUNTY observed holidays.

1.3.1.3 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Agreement.

1.3.1.4 The Contract Manager or alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made.

1.3.1.5 The Contract Manager or alternate must be able to read, write, speak, and understand English.

1.3.2 Other CONTRACTOR Staff

1.3.2.1 CONTRACTOR shall provide supervisory, administrative and direct labor personnel to accomplish the work required under this Agreement. All CONTRACTOR personnel who will have contact with COUNTY personnel must read, write, speak, and understand English.

1.3.2.2 CONTRACTOR shall provide each delivery employee with an identification badge that includes the CONTRACTOR's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a COUNTY facility.

1.3.2.3 All CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations, and requirements applicable hereto.

1.3.3 CONTRACTOR Employee Acceptability

1.3.3.1 CONTRACTOR shall remove any employee who the CCA has determined is unacceptable in the performance of their job and it is inappropriate for such persons to be in contact with COUNTY employees.

1.3.3.2 CONTRACTOR shall screen employees to ensure that no employee who is a recipient or past recipient, with a stored public assistance or Special Investigation Record, is utilized in a data entry classification.

- 1.3.3.3 CONTRACTOR shall perform, at CONTRACTOR's expense, background checks, including, but not limited to, fingerprint checks to ensure CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.

1.4 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure COUNTY a consistently high level of product quality and service throughout the term of the Agreement. The Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

- 1.4.1 A monitoring system covering all services required by the Agreement. The system must specify the methods for preventing, identifying and correcting deficiencies in the quality of service performed before the level of performance becomes unacceptable. The monitoring system must include the following:
 - 1.4.1.1 Specific activities to be monitored;
 - 1.4.1.2 Methods of monitoring to be used;
 - 1.4.1.3 Frequency of monitoring;
 - 1.4.1.4 Samples of forms to be used in monitoring; and
 - 1.4.1.5 Title/level and qualifications of personnel performing monitoring functions.

1.5 QUALITY ASSURANCE

- 1.5.1 DPSS shall monitor CONTRACTOR's performance under this Agreement, using the quality assurance procedures as defined in this Agreement. (Reference Section VI, Further Terms and Conditions, Paragraph 23.0, County's Quality Assurance Plan).
- 1.5.2 Performance Evaluation Meetings shall be held jointly by COUNTY and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

- 1.5.2.1 The minutes of any Performance Evaluation Meeting shall be prepared by the CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the Director will be final.
- 1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports (CDR's)

- 1.5.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period.
- 1.5.3.2 The CCA will determine whether a formal Contract Discrepancy Report (See Technical Exhibit 6.2 hereunder) shall be issued.
- 1.5.3.3 Upon receipt of this document, CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.5.3.4 A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.6 GOVERNMENT OBSERVATIONS

Federal, State and/or COUNTY personnel, in addition to COUNTY contract management staff, may observe performance activities, or review documents required by this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

1.7 HOURS OF OPERATION/HOLIDAYS

CONTRACTOR shall maintain office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except COUNTY observed holidays.

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable leeway or variance from a standard before COUNTY will reject a specific service. An AQL does not imply that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 Box

A standard record storage carton measuring 12 inches by 10 ½ inches. Approximately fifteen (15) Legacy Case Records (older case records can be filed in a standard storage carton, about 25 LEADER Case Records (newer case records) can be stored in a carton and approximately 54 Special Investigation Case Records can be stored in a carton. A standard Box takes up 1.2 cubic feet.

2.3 CASE NAME

The name shown on the manila or gray folder containing the Case Record.

2.4 CASE NUMBER

The unique seven-character case identifier assigned by the COUNTY for each Case Record. The Case Number may be numeric or alpha-numeric (see LEADER Case Number below). The Case Number may or may not have a four-digit prefix designating the responsible COUNTY and an aid category. The first two digits of the prefix are always 19 for Los Angeles County. The second two digits of the prefix denote the aid category.

The first four digits (the Prefix number) are not important to Case Record identification as far as any resultant Agreement is concerned. For example, a Case Record may have been opened as a CalWORKs case with a number of 1930-1010101. If it is closed and then reopened as a General Relief (GR) case, it will be renumbered 1990-1010101. However, for the purpose of this Agreement, the Case Number will at all times remain 1010101, and the Case Record is to be processed, filed and retrieved on the basis of this number with no references to any change in the prefix number.

2.5 CASE RECORD

Closed Case Record

A collection of related documents treated as a standard unit of work. Closed Case Records will vary in size and may include several case segments.

Closed Case Record folders measure 11 ¾ inches by 9 ¾ inches with a one inch folder expansion. See Definition of LEADER for description of LEADER Paper Case Record.

Open Case Record

A collection of related documents treated as a standard unit of work. Open Case Records are maintained for all open public assistance cases and consist of the following types:

- Historical Case (a.k.a. "Master Case") - Contains the historical documents for the open case since its inception. The Historical Case is used periodically by the eligibility staff. Under this Agreement, all Historical Cases may be sent to CONTRACTOR for storage.
- Desk Portion (a.k.a. "Boost Case") - Contains pertinent documents from the Historical Case plus the most recent documentation obtained during the required annual eligibility determination. Currently, eligibility staff keep the Desk Portion at their desks. The current Desk Portions may all eventually be sent to CONTRACTOR as a result of LEADER implementation at DPSS offices. Eligibility staff will have only a small LEADER Paper Case Record at their desks until the case is terminated.

2.6 CASE SEGMENT

Case Records may consist of a varying number of Case Segments. Each Case Segment is contained in a separate manila folder and may be identified as "Financial Folder," "Food Stamp Folder," or other label. Each Case Segment uses the same unique Case Number assigned to the master Case Record. CONTRACTOR shall retrieve the Case Record, including all Case Segments, as a single retrieval. The LEADER paper Case Records do not have Case Segments.

2.7 CLOSING DATE

A date assigned by COUNTY to each Case Record when it is closed.

2.8 CONTRACT DISCREPANCY REPORT (CDR)

A report used by the Quality Assurance Evaluator to record contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is determined to be unsatisfactory, the CCA is required to forward the CDR to CONTRACTOR for his response (See Attachment A, Technical Exhibit 6.2).

2.9 DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)

The COUNTY department responsible for providing protective services to children.

2.10 DEPARTMENT OF PUBLIC SOCIAL SERVICES

The COUNTY department responsible for providing social and financial services to eligible persons.

2.11 DUPLICATE PROCESSING (OF CASE RECORD)

This refers to Case Records which have 1) the same Close Date as the original Closed Case Record or 2) the same Case Number as the original Open Case Record previously received for processing or 3) a Case Record with the Same Case Name and Number as other Cases in storage, which the COUNTY has identified as the remaining closed Case Record and there is no other open Case Record or 4) been identified as converted from a Legacy Case Number to a LEADER Case Number and there is a stored Legacy Case record which must be combined with a LEADER Case Record for the same family. These situations result in more than one Case Record in storage and require that the CONTRACTOR pull the original case record(s) and band it together with any additional (duplicate) records and file the records together. The Inventory System must reflect that records have been combined in order to ensure future retrieval.

2.12 GAIN PARTICIPANTS

CalWORKs participants (formerly Aid to Families with Dependent Children recipients) who are offered a wide range of services designed to help them transition from welfare dependence to employment. GAIN participants are an untapped pool of carefully screened, motivated individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement.

2.13 LATE DELIVERY

Late delivery occurs when:

- a. Any or all deliverables (e.g., Retrieved Case Records/Boxes and Management Information Reports) are not delivered to the requestor in accordance with the time periods set forth in the Agreement.
- b. Any deliverables which are not delivered and found to be in error will not be considered delivered until the requestor has received the requested item.

2.14 LEADER

An acronym for Los Angeles Eligibility Automated Determination, Evaluation and Reporting System, which has replaced other DPSS computer systems such as WISE and BITS. LEADER contains all necessary Case Record data, which results in a LEADER Paper Case Record much smaller than the previous DPSS Case Records.

LEADER Case Numbers

Alpha-numeric number assigned to records with the implementation of the LEADER system. "Case Number" in this Agreement may refer both to LEADER and its corresponding Legacy Case Number in this Agreement.

2.15 Lot

The total number of service outputs in a surveillance period.

2.16 MULTIPLE CLOSING DATES

A Case Record with one or more closing dates within the same calendar year.

2.17 MULTIPLE SEPARATE FAMILY CASE RECORD STORAGE

There may be multiple Separate Family Case Records (i.e., member(s) of the same family aided using the same seven-digit/character Case Number but with a different Separate Family number that could be any number between one and nine). All open historical Separate Family Case Records shall be stored as one Case Record based on the same seven-digit/character Case Number. When each Separate Family Case Record is closed, COUNTY will search its data files to determine if other Separate Family Case Record(s) are still open and, if so, will alert CONTRACTOR (i.e., by indicating a special statement on the Transmittal) to store the recently closed Separate Family Case Record with the Open Case Record for the same Case Number until the last Separate Family Case Record is closed. At that point, CONTRACTOR shall pull the entire Open Case Record, combine it with the last Closed Separate Family Record, update the Inventory System to reflect the change in status from open to closed, and indicate the new location of the entire record stored as a Closed Case Record.

2.18 PERFORMANCE INDICATORS

Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.

2.19 PERFORMANCE REQUIREMENTS SUMMARY

Identifies the key performance indicators of the contract that will be evaluated by COUNTY to assure contract performance standards are met by CONTRACTOR. (See Technical Exhibit 6.1).

2.20 PERMANENT REMOVAL OF A BOX FOR DESTRUCTION

The process of locating and pulling a Box stored at CONTRACTOR's facility, updating the Inventory System to show that such Box has been removed and, in the case of a Box containing Case Records or Special Investigation Records on CONTRACTOR's Inventory System, to show that all of the Case Records or Special Investigation Records contained therein have been removed and making the Box available to COUNTY at the loading dock of CONTRACTOR's facility. No deletion of information will be made from CONTRACTOR's Inventory System in connection with permanent removal of a Box.

2.21 PICK-UP AND DELIVERY STOPS

Regularly scheduled Pick-Up and Delivery Stops as specified by COUNTY at each of the COUNTY office addresses listed in Technical Exhibit 6.3.

2.22 QUALITY ASSURANCE

Those actions taken by COUNTY to check goods or services listed on the Performance Requirements Summary (PRS) to determine that they meet the requirements of the Statement of Work.

2.23 QUALITY CONTROL PROGRAM

Those actions taken by CONTRACTOR to ensure that delivery of service is in conformance with the requirements of the Statement of Work.

2.24 RANDOM SAMPLE

A sampling method where each service output in a lot has an equal chance of being selected. This method may be used to numerically test the quality of services offered by CONTRACTOR in performance of the contract conditions.

2.25 RECEIPT DATE

CONTRACTOR shall assign a Receipt Date to all Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records, which shall be the date such Case/Special Investigation Records, Boxes of IHSS Timesheets, Boxes of Court/Audit Case Records and Boxes of GR/NAFS Case Records/Documents are picked up by CONTRACTOR's messenger from COUNTY offices for processing at CONTRACTOR's facility.

2.26 RECEIVING AND PROCESSING A NEW CASE RECORD

The process of receiving a new Case Record at the CONTRACTOR's facility and 1) assigning it a Receipt Date, 2) placing its Case Number, Case Name, Receipt Date, Close Date and the number of the COUNTY office from which the New Case Record was sent, on the CONTRACTOR Inventory System and 3) placing it in storage.

2.27 REFILE OF CASE RECORD

The process of receiving a Borrowed Case Record, updating the Inventory System to reflect its return and placing it in storage. If the Borrowed Case Record was retrieved originally from a Box, it shall be returned to that Box whenever possible. In the event the record must be reboxed, the Inventory System must be updated to reflect the change.

2.28 RETRIEVAL OF A CASE RECORD

The process of locating and pulling a Case Record (including all Case Segments) and updating the CONTRACTOR's Inventory System to show that the Case Record has been Borrowed or Withdrawn, the number of the COUNTY office which requested it, the date of request, whether it is a Regular Retrieval Request or Emergent Retrieval Request, and the date the Case Record was sent out for delivery.

2.29 RETRIEVAL REQUEST FORMS

The documents used by COUNTY to request Case Records, Special Investigation Records, Boxes of IHSS Timesheets, and Boxes of GR/NAFS Case Records/Documents from CONTRACTOR will be lists which are computer generated, typewritten or legibly handwritten in English, and will list the information needed by CONTRACTOR to retrieve the Case Record, Special Investigation Record or Box (i.e., for a Case Record, the Retrieval Request Form will include the Case Name and Case Number of each requested Case Record, and will give the number of the requesting COUNTY office).

2.30 SAMPLE

A sample consists of one or more services outputs drawn from a lot, the outputs being chosen at random. The number of outputs in the sample is the sample size.

2.31 STANDARD

The acceptable level of performance set by the COUNTY for performing a service or activity.

2.32 TRANSMITTAL FORMS

The documents used by COUNTY to send Case Records, Special Investigation Records, Boxes of IHSS Timesheets, and Boxes of GR/NAFS Case Records/Documents to the CONTRACTOR. Such forms may be computer generated, typewritten or legibly handwritten in English and will contain the necessary information for CONTRACTOR to use in receiving the Case Records, Special Investigation Records, Boxes of IHSS Timesheets and Boxes of GR/NAFS Case Records/Documents for storage and data entry to the CONTRACTOR's Inventory System (i.e., for Case Records, the Transmittal Form will list the Case Name, Case Number, the number of the submitting COUNTY office, and Close Date for closed records and shall identify which Records are Open. Special Investigation Records shall be identified as either negative or positive).

2.33 USER COMPLAINT REPORT

The report used by COUNTY to record contract information and discrepancies or problems with CONTRACTOR performance. CONTRACTOR shall respond to each User Complaint.

2.34 VERIFICATION OF CASE RECORDS, SPECIAL INVESTIGATION RECORDS, BOXES OF IHSS TIMESHEETS, BOXES OF GR/NAFS CASE RECORDS/DOCUMENTS AND BOXES OF COURT/AUDIT CASES RECEIVED

The process of checking the accuracy of the information contained on the COUNTY Transmittal Forms against the actual Case Record, Special Investigation Record, Boxes of IHSS Timesheets and Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records received.

2.35 WORKDAY

Throughout this Statement of Work, whenever "workday" appears, it means a normal workday, Monday through Friday, 8:00 a.m. to 5:00 p.m., except COUNTY observed holidays.

3.0 COUNTY FURNISHED ITEMS

3.1 CULTURAL AWARENESS/SENSITIVITY TRAINING

COUNTY will provide cultural awareness and sensitivity training materials to CONTRACTOR staff as appropriate.

3.2 CIVIL RIGHTS TRAINING

COUNTY will provide Civil Rights training materials to CONTRACTOR staff as appropriate.

3.3 CHILD ABUSE TRAINING

COUNTY will provide Child Abuse training materials to CONTRACTOR staff as appropriate.

3.4 ELDER ABUSE

COUNTY will provide Elder Abuse training materials to CONTRACTOR staff as appropriate.

3.5 COUNTY FURNISHED MATERIALS

3.5.1 COUNTY shall provide a list of COUNTY observed holidays.

3.5.2 COUNTY shall provide open and closed Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents, Boxes of Court/Audit Case Records and the boxes needed for ongoing storage of Case Records/Special Investigation Records.

3.5.3 COUNTY shall provide hiring guidelines for candidates with criminal convictions.

3.5.4 COUNTY shall provide the algorithm for conversion from Legacy to LEADER Case Number conversion.

3.6 MESSENGER SERVICES FOR THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES

The COUNTY Department of Children and Family Services (DCFS) will provide all pick-up and delivery services from CONTRACTOR's site to DCFS sites, except that, if Case Records are stored in a remote location, CONTRACTOR shall deliver such archive Case Records from the remote location to the requesting DCFS office.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall furnish all personnel, equipment and supplies (with exception of Boxes provided by COUNTY under Subsection 3.5.2, Materials) to perform all services required by this Agreement and shall adhere to all requirements imposed on CONTRACTOR by this Agreement.

4.1 PERSONNEL

- 4.1.1 CONTRACTOR shall provide all personnel, including supervisory and administrative staff to execute all terms of this Agreement.
- 4.1.2 For three months prior to the expiration or cancellation of this Agreement, CONTRACTOR shall provide, without additional cost to COUNTY, the normal services of the Contract Manager, Quality Control lead person and/or supervisors to ensure a smooth transition from CONTRACTOR provided services back to COUNTY or another contractor. (See Section VI, Further Terms and Conditions, Paragraph 10.0, Completion of Contract).
- 4.1.3 CONTRACTOR shall conduct, at no cost to COUNTY, criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.
- 4.1.4 CONTRACTOR shall ensure messengers provided for pick-up and delivery services, and personnel who directly interact with COUNTY employees, shall at a minimum, be:
 - 1. Able to fluently read, write, speak and understand English;
 - 2. Able to communicate effectively, using good judgment and diplomacy;
 - 3. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner;
 - 4. Able to handle sensitive materials and perform confidential duties; and
 - 5. Able to satisfy a background check.

4.2 EQUIPMENT, SUPPLIES AND MATERIALS

CONTRACTOR shall provide all computers, telephones (including a separate line for Welfare Fraud Prevention and Investigation), photocopy equipment, vehicles, hardware, supplies and materials, and any additional items of equipment necessary to meet work requirements under this Agreement, with the exception of Boxes provided by COUNTY under Subsection 3.5.2, Materials. Equipment which CONTRACTOR must purchase in order to meet the work requirements under this Agreement shall become COUNTY property upon expiration or termination of this Agreement. (Refer to Contract Section VI, Further Terms and Conditions, Paragraph 42.0, Ownership of Data/Equipment). Said equipment shall be delivered to COUNTY, on, or prior to, the expiration or termination of the Agreement, as determined by COUNTY.

4.3 STORAGE SPACE

CONTRACTOR shall furnish sufficient storage space in a warehouse with a loading dock or an adequate shipping and receiving area and entrance. The facility shall contain state-of-the-art shelving and racks, which are securely fastened, to store and maintain all boxed Case Records and Documents; and shall be earthquake resistant and organized in a manner that allows safe and orderly access to records at any height or location. The warehouse facility must meet all applicable building code and zoning requirements.

4.4 DESIGNATED SITE FOR DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)

CONTRACTOR shall provide, within its facility, a designated area for COUNTY's DCFS messenger to pick-up and deliver Case Records retrieved and returned by that Department.

4.5 PHYSICAL AND ACCESS SECURITY

CONTRACTOR shall provide for the security of the storage facility, COUNTY property (i.e., including, but not limited to, Case Records, all boxed Records/Documents and the Inventory System).

CONTRACTOR shall preserve COUNTY property and data from loss or damage through control of use and access to COUNTY property. Only CONTRACTOR-authorized personnel shall handle and have access to COUNTY stored property, except for those persons otherwise authorized by COUNTY or who may gain access through the acts or omissions of COUNTY.

4.6 INVENTORY SYSTEM

CONTRACTOR shall maintain a state-of-the-art Inventory System that will manage inventory in the following manner:

- Separate tracking for Case Records;
- Separate tracking for Boxes of IHSS Timesheets;
- Separate tracking for Boxes of GR/NAFS Case Records/Documents;
- Separate tracking for Boxes of Court/Audit Case Records, with the capacity to categorize and identify cases based on type of court or audit, as identified by COUNTY;
- Separate tracking for Special Investigation Records, subdivided into negative or positive, as identified by COUNTY. CONTRACTOR shall implement a system of tracking which prevents the accessing of a Special Investigation Record through the tracking of a Case Record;
- CONTRACTOR's system shall include, but not be limited to, safeguards in all areas to ensure against loss of, and provide for timely retrievals of, Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents, and boxes of Court/Audit Case Records.
- CONTRACTOR shall provide a system of tracking records that is capable of expanding, tracking, cross-referencing and reconciling additional classifications of Records as may be deemed necessary by COUNTY. The Inventory System shall be continuously updated with Case Record/Special Investigation Record/Box activity during the term of the Agreement.
- CONTRACTOR shall provide a system that reconciles records that have been combined in a single location, eliminating the erroneous conclusion that a record is not on file or duplicating costs of searching for a record that has been combined.
- CONTRACTOR shall provide a system that is capable of tracking and selectively searching for two case numbers for one case record and that is capable of converting numeric case numbers (old case numbers) to alpha-numeric case numbers (new case numbers). NOTE: The COUNTY will provide the conversion algorithm. The system must include the option to selectively run the conversion as instructed by COUNTY.

Upon expiration of the Agreement, or at any time upon request by COUNTY, CONTRACTOR agrees to provide COUNTY with one (1) copy of the DPSS Case Tracking data and one (1) copy of the DPSS Special Investigation Record Tracking data, including all case tracking data. In addition, CONTRACTOR shall provide COUNTY with data pertaining to the tracking of GR/NAFS, IHSS, Court/Audit boxes and any other Boxes similarly stored, which shall be provided in an electronic format acceptable to the COUNTY.

4.7 POSTED MATERIALS

CONTRACTOR shall post in its facility(ies), where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Service notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

4.8 TRAINING

- 4.8.1 CONTRACTOR shall provide training in all aspects of services provided in this Agreement.
- 4.8.2 CONTRACTOR shall furnish Child Abuse, Elder Abuse, Cultural Awareness and Civil Rights training for all CONTRACTOR staff. The training shall be provided by CONTRACTOR utilizing COUNTY provided written materials and/or videos.
- 4.8.3 CONTRACTOR shall provide employee orientation and training that covers all aspects of contract services.

5.0 SPECIFIC TASKS

5.1 STORAGE AND TRACKING OF RECORDS AND BOXES

- 5.1.1 CONTRACTOR shall store and track all records/documents for DPSS Case Storage and Retrieval Services separately from records, documents or other stored items in CONTRACTOR's facility(ies).
- 5.1.2 CONTRACTOR shall ensure, within the same database, separate storage and inventory tracking for each of the following categories as outlined below and subject to change depending on the COUNTY's needs and with no more than 30 days notification. CONTRACTOR shall add or delete categories of separate storage/tracking as deemed necessary by COUNTY.
 - 5.1.2.1 Separate tracking for Open and Closed Case Records, with open case records stored separately from closed case records (i.e., open case records may not be stored in the same box as closed case records).
 - 5.1.2.2 Separate storage/tracking for Special Investigation Records, subdivided into positive and negative findings (i.e., positive findings shall not be stored in the same box as negative findings).
 - 5.1.2.2.1 CONTRACTOR shall provide tracking of Special Investigation Records in a manner that ensures a Special Investigation Record cannot be accessed through a Case Record request.
 - 5.1.2.3 Separate storage/tracking for Boxes of GR/NAFS Case Records/Documents;
 - 5.1.2.4 Separate storage/tracking for Boxes of IHSS Timesheets; and
 - 5.1.2.5 Separate storage/tracking for Court/Audit Case Records.
 - 5.1.2.5.1 CONTRACTOR shall store Boxes of Court/Audit cases in separate categories, as directed by COUNTY, to identify the type of Court/Audit case. (i.e., Boxes of identified IHSS court cases shall be identified separately from Boxes of identified CalWORKs court cases on Inventory System to enable COUNTY to retrieve or destroy Boxes of Court/Audit cases by category).

5.2 CONTRACTOR PROVIDED MESSENGER PICK UP AND DELIVERY SERVICE

5.2.1 Regular Pick-Up and Delivery Stops

CONTRACTOR shall provide messenger service for regularly scheduled Pick-Up and Delivery Stops to and from each COUNTY office listed in Technical Exhibit 6.3. (COUNTY Office Addresses). The frequency of the messenger service shall be every other workday at each of the COUNTY offices listed in Technical Exhibit 6.3 or as otherwise determined by COUNTY. CONTRACTOR's messenger shall arrive within one-half hour of the scheduled time for each COUNTY office. The list of facilities is subject to change periodically based on location changes and the needs of COUNTY.

5.2.1.1 At each COUNTY office, CONTRACTOR's messenger shall deliver any Withdrawn or Borrowed Case/Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Court/Audit Cases and pick up any Retrieval Requests.

5.2.1.2 CONTRACTOR's messenger shall accept Retrieval Requests for Special Investigation Records from and deliver Special Investigation Records only to Welfare Fraud Prevention and Investigations Section and/or the District Attorney's Office, as instructed by the CCA.

5.2.1.3 COUNTY staff at each office location shall bundle Case Records submitted for storage and submit the records to CONTRACTOR's messenger. Case Records shall be accompanied by a Transmittal Form as defined in Section 2.0, Definitions, listing each Case Record and identifying Case Number. COUNTY staff at District #372, Welfare Fraud Prevention and Investigation, and the District Attorney shall follow the same procedures for Special Investigation Records, and shall identify Records as either positive or negative.

5.2.1.4 COUNTY staff at each office location shall submit Boxes of IHSS Timesheets, GR/NAFS and Court/Audit Cases with an identifying Box label attached to each Box to CONTRACTOR's messenger, accompanied by a Transmittal Form as defined in Section 2.0, Definitions.

5.2.2 Changes to Pick-Up and Delivery Stops

COUNTY may make a deletion(s) from the list of regular Pick-Up and Delivery Stops, or may add to such list, an additional office(s) located in Los Angeles County, by giving written notice of such deletion(s) or addition(s) to CONTRACTOR, in which event CONTRACTOR will change delivery schedule to delete or add stops as requested by COUNTY.

5.2.2.1 The number of locations and/or addresses may fluctuate during the term of this Agreement. Any such change resulting in a 10 percent increase or decrease shall require prior notification by COUNTY.

5.2.2.2 COUNTY has assigned each COUNTY office a unique two, three or four digit number as shown in Technical Exhibit 6.3, COUNTY Office Addresses. This number will be used by CONTRACTOR in identifying each COUNTY office; and therefore COUNTY agrees not to change any of said numbers without prior CONTRACTOR notification. COUNTY further agrees that any new COUNTY offices will be assigned a unique two, three or four digit number, and that CONTRACTOR shall be advised of each such new number to said office being included as a COUNTY office.

5.2.3 Emergent Delivery

In addition to the regular Pick-Up and Delivery Stops, COUNTY may, from time to time, request by telephone that a Retrieved Case Record(s), Special Investigation Record(s), Box(es) of IHSS Timesheets, Box(es) of GR/NAFS Case Records/Documents or Box(es) of Court /Audit Case Records be delivered within one (1) workday to a specified COUNTY office, in which case CONTRACTOR shall arrange for a special emergent delivery of the Record(s)/Box(es) to the COUNTY office.

CONTRACTOR shall ensure that requests for emergent delivery are accepted only from authorized COUNTY employees, as specified in the Authorized Persons Listing provided to CONTRACTOR by COUNTY. CONTRACTOR shall further ensure no Retrieval Request (Emergent or Regular) is accepted for Special Investigation Records outside of authorized persons at Welfare Prevention & Investigation, District #372, and authorized District Attorney staff, each of whom shall be assigned a password.

5.2.4 Scheduled Route for Delivery and Pick-Up Stops

CONTRACTOR shall provide a copy of the scheduled route(s) of the messenger service to the County's Contract Administrator (CCA) prior to the contract start date.

5.2.4.1 CONTRACTOR may change his scheduled routes at any time; however, CONTRACTOR shall notify the CCA in writing, at least one (1) business day prior to any such change.

5.2.4.2 The schedule of routes shall contain approximate arrival times at each COUNTY office. CONTRACTOR's messenger shall arrive within one-half (1/2) hour of the scheduled arrival time.

5.2.5 Minimum Number of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents, Boxes of Court/Audit Case Records for Pick-Up at Each Stop

5.2.5.1 CONTRACTOR's messenger shall pick up at each COUNTY office all Case/Special Investigation Records and Boxes designated by COUNTY for pick-up. To the extent transport space prohibits the transport of all Case/Special Investigation Records and Boxes designated for pick-up, CONTRACTOR shall, at a minimum, transport the lesser of the actual number of Case/Special Investigation Records and Boxes designated for pick-up or 125 Records and 2 Boxes each of GR/NAFS Case Records/Documents, IHSS Timesheets, Court Case/Audit Case Records.

5.2.5.2 CONTRACTOR shall arrange for a special pick-up if a COUNTY office(s) has more records/boxes than can be accommodated during the regularly scheduled stop.

5.2.6 Case Records/Special Investigation Records/Box Count by CONTRACTOR's Messenger at Pick-Up Stops

5.2.6.1 CONTRACTOR's messenger shall count the number of Case Records/Special Investigation Records to be picked up at each location, ascertain that the Transmittal Form reflects the same number of Case Records/Special Investigation Records, and place the records in a locked and sealed container for transport to storage.

5.2.6.2 CONTRACTOR's messenger shall count the number of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court /Audit Case Records at each location to ascertain that the Transmittal Form reflects the same number of Boxes.

5.3 RECEIPT, STORAGE, RETRIEVAL AND REFILEING REQUIREMENTS FOR OPEN AND CLOSED CASE RECORDS AND SPECIAL INVESTIGATION RECORDS

5.3.1 Verification and Processing of Records Received

CONTRACTOR shall perform its verification at the CONTRACTOR's receiving facility. Any Case Records/Special Investigation Records which are not accurately described on the Transmittal Form shall be returned by CONTRACTOR to the sending COUNTY office with appropriate notation and without charge to COUNTY.

5.3.2 Processing Newly Received Case Records/Special Investigation Records

For all new Case Records and Special Investigation Records received at CONTRACTOR's facility, CONTRACTOR shall:

1. Assign a Receipt Date, which shall be the date the CONTRACTOR picks up the Record at the COUNTY office for processing at CONTRACTOR's facility;
2. Enter the Case Number, Case Name, Receipt Date, Close Date for Closed Case Records and Special Investigation Records (including negative or positive for Special Investigation Records), and the number of the COUNTY office from which the new record was received on CONTRACTOR's Inventory System;
3. Activate the Case Record convertor and search to ensure newly received cases are not known to the CONTRACTOR's data base; and if known and an open case, categorize case as a duplicate Case Record and follow procedures outlined in Section 5.3.4 herein below; and
4. Place the new record in storage, (when it is established the record is not already known to the system), separating records according to categories as follows:
 - a. Open Case Records
 - b. Closed Case Records

- c. Special Investigation Records, subdivided into negative and positive as identified by COUNTY.

5.3.3 Processing Borrowed Case Records/Special Investigation Records Received for Refiling

For all Borrowed Case Records/Special Investigation Records received at CONTRACTOR's facility for refiling, CONTRACTOR shall update CONTRACTOR's Inventory System to reflect return of the Borrowed Record and place it in storage. The Borrowed Record shall be returned to the same Box. In the event borrowed cases can no longer be replaced in the same Box because additional materials filed in the case prevent inclusion in the same Box, the Record shall be reboxed and the Inventory System updated to reflect the change.

5.3.4 Processing a Duplicate Case Record

CONTRACTOR shall combine all duplicate Case Records as instructed by COUNTY. For all Duplicate Case Records, CONTRACTOR shall pull the original Case Record(s), band the original(s) and duplicate together and file. (NOTE: There may be more than one original Case Record in more than one storage location, which would need to be banded together, either with or without, an incoming Record and filed in one location).

The process of combining records shall entitle the CONTRACTOR to one fee for duplicate processing, regardless of the number of records involved in the combination process; and the CONTRACTOR shall charge a duplicate processing fee regardless of an incorrect identification by the COUNTY as a new record or any other erroneous identification. The incorrect category shall not be billed.

Additionally, when notified by COUNTY that the last Case Record is closed and there are no remaining Open Case Records, CONTRACTOR shall pull all other Case Records with the same Case Name and Number, including records converted from Legacy (old Case Numbers) to LEADER (new Case Numbers) and band the case records together and file.

For purposes of this Section, a duplicate Case Record (subject to future revision) is defined as follows:

- Same Close Date as original Closed Case Record;
- Same Case Number as the original Open Case Record previously received for processing; or
- A Legacy Case Number (an old numeric Case Number) that has been converted to a LEADER Case Number (a new alpha-numeric Case Number).

CONTRACTOR will be required to update the Inventory System as part of the duplicate processing, as appropriate, and to reconcile the combining of case records in one location to eliminate an erroneous determination that a Case Record is not on file and eliminating the cost of data entry for cases which have been combined.

5.3.5 Storage of Case Records/Special Investigation Records

CONTRACTOR shall be solely responsible for the safe and confidential storage of all Case Records/Special Investigation Records from the time they are picked up from COUNTY offices until they are returned to a COUNTY office. All records shall be physically separated from the records of CONTRACTOR's other clients. Only CONTRACTOR-authorized personnel shall handle and have access to Case Records/Special Investigation Records.

5.3.6 Method of Storage

Case Records/Special Investigation Records shall be stored in boxes by Receipt Date in terminal digit order for Records with numeric Case Numbers and in terminal alpha order for Records that have alpha-numeric Case Numbers and shall be stored in separate boxes according to the following categories:

- a. Open Case Records
- b. Closed Case Records
- c. Special Investigation Records, subdivided into boxes of negative and positive, as identified by COUNTY.

Should Case Records be combined, and the Case Records include both a Legacy (numeric) Case Number and a LEADER (an alpha-numeric) Case Number, the LEADER alpha-numeric number will be the primary Case Number.

5.3.7 Changes in Storage Method

Any changes to the system described in Section 5.3.6 shall be approved in writing by the County Contract Administrator (CCA) prior to implementation. This will ensure a new CONTRACTOR will be able to assume this work, should it become necessary, at the termination or expiration of this Agreement.

5.3.8 Retrieval and Delivery of Case Records/Special Investigation Records

CONTRACTOR shall be responsible for retrieval and delivery of requested Open and Closed Case Records and Special Investigation Records. Each batch of requested records delivered by CONTRACTOR shall be signed for by an authorized COUNTY employee on a CONTRACTOR provided delivery manifest. Special Investigation Records can only be requested by authorized personnel at Welfare Fraud Prevention & Investigation and by authorized personnel at the Office of the District Attorney, and shall not be delivered to any other COUNTY location, unless specifically directed to do so by the CCA.

5.3.8.1 The signed delivery manifest, listing Records requested, retrieved and delivered shall be the basis for the monthly invoice from CONTRACTOR.

5.3.8.2 Retrieval Request Forms and all documentation of telephone calls from COUNTY authorized personnel requesting emergent Record retrievals shall be maintained to support the Records listed on the delivery manifest.

5.3.8.3 Retrieval Requests shall be in writing and shall come from COUNTY offices or special functions as listed in Technical Exhibit 6.3. Requests from other than those COUNTY offices or special functions listed in Technical Exhibit 6.3 shall be sent to CONTRACTOR by the CCA. COUNTY may periodically update the COUNTY offices and special functions listed in Technical Exhibit 6.3.

5.3.9 Retrieval Process

CONTRACTOR shall locate and pull each Case Record/Special Investigation Record for which a Retrieval Request Form has been received and update CONTRACTOR's Inventory System to show that the Record has been Borrowed or Withdrawn, the number of the COUNTY office which requested it, the date of the request, whether it is

a Regular Retrieval Request or Emergent Retrieval Request, and the date the Record was sent out for delivery.

A retrieved Case Record/Special Investigation Record shall be treated as either Borrowed or Withdrawn as designated by COUNTY on its Retrieval Request Form. In the event no such designation is made by COUNTY, the Case Record shall be considered Withdrawn.

5.3.9.1 Data Entry

CONTRACTOR shall perform data entry for all Records listed on the DPSS Retrieval Request Forms unless the retrieval is rejected because it is illegible, inaccurate or incomplete.

5.3.9.2 Data Entry and Requestor Notification for Case Records Not Available for Retrieval

If a Case Record is not available to CONTRACTOR for retrieval processing because it is out to another district, there is another retrieval in process or the record is not on file, CONTRACTOR shall notify the requestor for each such record which cannot be retrieved. CONTRACTOR shall provide a specific reason for a record not being on file (i.e., Case Record has not been received into storage).

5.3.9.3 Borrowed Case Record/Special Investigation Record

When a Case Record/Special Investigation Record is Borrowed, CONTRACTOR shall indicate such fact and shall continue to retain such record on the Inventory System. Borrowed records, when returned to CONTRACTOR, shall be refilled.

5.3.9.4 Withdrawn Case Records/Special Investigation Records

When a Case Record/Special Investigation Record is Withdrawn, CONTRACTOR shall indicate such fact on CONTRACTOR's Inventory System. If a Withdrawn Case Record/Special Investigation Record is returned to CONTRACTOR for storage, it shall be received and processed as new inventory. CONTRACTOR shall, when necessary, alter a Borrowed or Withdrawn designation as COUNTY determines the need to do so.

5.3.9.5 Regular Retrieval Requests

CONTRACTOR shall retrieve and deliver all Regular Retrieval Requests for Case Records/Special Investigation Records within three (3) workdays after receipt of the request.

When COUNTY adds additional stops to CONTRACTOR provided messenger service with a frequency of other than every other day, CONTRACTOR shall deliver Records requested to these sites by the next scheduled delivery day.

5.3.9.6 Emergency Retrieval Requests

There may be occasional requests for emergency retrieval and delivery of Case/Special Investigation Records. Such Emergency Retrieval Requests shall be made by telephone or via fax by CCA or COUNTY office designee. CONTRACTOR shall be responsible, in these instances, for retrieval and delivery of the Record the next workday to the requestor. Those Records being delivered to COUNTY offices that would receive delivery services the next day shall be included in the regular delivery. Those Records being delivered to COUNTY offices that would not normally receive delivery services the next day shall be delivered by a CONTRACTOR's messenger. CONTRACTOR shall receive a signed receipt which includes the time of delivery of the requested Record.

5.3.9.7 Case Record Requests Involving Multiple Close or Receipt Dates

COUNTY shall notify CONTRACTOR on the Case Retrieval Request when a Case Record request is for all Records stored for a particular Case Name and Number (may involve multiple close or receipt dates) by indicating the request is a normal request for a three-year search or specifying expanded search dates. These requests may be Regular or Emergent. Upon receipt of such request, CONTRACTOR shall search the database for all records received or closed within the last three years and deliver all Case Records identified for the Case Name and Number in question to the requestor.

Please note, CONTRACTOR is expected to efficiently reconcile Case Records as described in Section 5.3.4.

5.3.10 Department of Children and Family Services (DCFS) Requests

The Department of Children and Family Services may occasionally request DPSS archive Case Records which may contain a protective services component. As CONTRACTOR receives requests from DCFS, CONTRACTOR shall pull the Case Record on a Borrowed status and make the Case Record available for DCFS messenger pick-up. Upon notification from DCFS, the CONTRACTOR shall change the status to "Withdrawn."

Note: CONTRACTOR shall not accept any new Case Records from DCFS for storage.

5.3.10.1 Regular Retrieval and Delivery of Case Records for DCFS

COUNTY DCFS messenger shall deliver a list of requested Case Records identified by office site number to CONTRACTOR by 10:00 a.m. each workday. CONTRACTOR shall have these Case Records available for pick-up by DCFS' messenger either the same day at 4:00 p.m. or the following day by 4:00 p.m.

DCFS messenger shall return Case Records to CONTRACTOR for refiling or DCFS will notify CONTRACTOR to change the status of the case on its Inventory System to Withdrawn as specified in Section 5.3.9.4.

5.3.10.2 Emergent Retrieval and Delivery of Case Records for DCFS

COUNTY DCFS' authorized person who requests Case Records will verify whether the Case Record is in the CONTRACTOR's Inventory System and when the Case Record will be available for pick-up.

For these Case Records, retrieval shall be required within 24 hours of the request, or sooner. These Case Records will be picked up by DCFS' emergency messenger, which may be a different messenger than the regular DCFS' messengers.

5.4 RECEIPT, STORAGE, RETRIEVAL AND REFILING REQUIREMENTS FOR BOXES OF IN-HOME SUPPORTIVE SERVICES (IHSS) TIMESHEETS, BOXES OF GENERAL RELIEF (GR) NON-ASSISTANCE FOOD STAMPS (NAFS) CASE RECORDS/DOCUMENTS AND BOXES OF COURT/AUDIT CASES

5.4.1 Verification and Processing of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records Received

CONTRACTOR shall verify receipt of Boxes at CONTRACTOR's facility. Any Box that is not accurately identified by the Box label attached to each Box shall be returned to the sending COUNTY office with appropriate notation and without charge to COUNTY.

5.4.1.1 The COUNTY's Transmittal Form(s) attached to the Boxes submitted by COUNTY for storage shall be the basis for monthly invoice from CONTRACTOR.

5.4.2 Processing Newly Received Boxes of IHSS Timesheets, New Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records

CONTRACTOR shall maintain separate physical storage on shelves and separate tracking on CONTRACTOR's Inventory System for Boxes of IHSS Timesheets, separate physical storage and tracking for Boxes of GR/NAFS Case Records/Documents and separate physical storage and tracking for Boxes of Court/Audit Case Records (by court case and audit type).

5.4.2.1 Boxes of IHSS Timesheets

Each Box of IHSS Timesheets will be pre-labeled by COUNTY with information reflecting the Box contents (i.e., a two digit COUNTY office number, four digit year, two digit month, one digit pay period, four character alpha code and one digit Box designation). CONTRACTOR shall enter this alpha-numeric identification for Box contents on CONTRACTOR's Inventory System along with the Receipt Date and CONTRACTOR's Box Storage location identifier and place the Box onto shelving for storage.

5.4.2.2 Boxes of GR/NAFS Closed Case Records/Documents

Each Box of GR/NAFS Case Records/Documents will be pre-labeled by COUNTY with a unique number, not to exceed twelve (12) characters, for identification purposes. CONTRACTOR shall enter this Box identification number on CONTRACTOR's Inventory System along with the Receipt Date and CONTRACTOR's Box storage location identifier and place the Box onto shelving for storage.

5.4.2.3 Boxes of Court/Audit Case Records

Each Box of Court/Audit Case Records will be pre-labeled by COUNTY with a unique number for identification purposes. CONTRACTOR shall enter this Box identification number on CONTRACTOR's Inventory System along with the Receipt Date and CONTRACTOR's Box storage location identifier and place the BOX onto shelving for storage. In addition to Boxes of Court/Audit Case Records being stored and tracked separately from Boxes of IHSS Timesheets and Boxes of GR/NAFS Case Records/Documents, they shall also be stored separately by type of Court Case and Audit.

5.4.2.4 Storage of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Cases

CONTRACTOR shall be solely responsible for the safe and confidential storage of all Boxes of IHSS Timesheets, all Boxes of GR/NAFS Case Records/Documents and all Boxes of Court/Audit cases from the time they are picked up from COUNTY offices until they are returned to a COUNTY office.

All Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records shall be stored in an orderly manner with separate physical storage and tracking for each category and separate physical storage and tracking for each subcategory under the Court/Audit Case Records category.

Any changes to the system described in this Section 5.4.2.4 shall be approved in writing by the CCA prior to implementation. Another CONTRACTOR must be able to assume this work, should it become necessary, at the termination or expiration of the Agreement.

5.4.3 Retrieval and Delivery of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records

CONTRACTOR shall be responsible for retrieval and delivery of requested Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records; and shall update CONTRACTOR's Inventory System to show that the Box has been Borrowed or Withdrawn, the number of the COUNTY office which requested it, the date of the request, whether it is a Regular Retrieval Request or Emergent Retrieval Request and the date the Box was sent out for delivery.

Each requested Box shall be signed for by an authorized COUNTY employee on a CONTRACTOR provided delivery manifest.

5.4.3.1 The signed delivery manifest, listing Boxes requested, retrieved and delivered shall be the basis for the monthly invoice from CONTRACTOR.

5.4.3.2 Retrieval Request forms and all documentation of telephone calls from COUNTY authorized personnel requesting emergent Box retrievals shall be maintained to support the Boxes listed on the delivery manifest.

5.4.3.3 Retrieval Requests for all Boxes shall be in writing and shall come from COUNTY offices or special functions as listed in Technical Exhibit 6.3. Requests from other than those COUNTY offices or special functions listed on Technical Exhibit 6.3 shall be sent to CONTRACTOR by the CCA. COUNTY may periodically update the COUNTY offices and special functions listed on Technical Exhibit 6.3.

5.4.3.4 Data Entry

CONTRACTOR shall perform data entry for all Boxes listed on Retrieval Request forms unless the Retrieval Request is rejected because it is illegible, inaccurate or incomplete.

5.4.3.5 Data Entry and Requestor Notification for Boxes Not Available for Retrieval

If a Box is not available to CONTRACTOR for retrieval processing because it is: 1) Out to another COUNTY office, 2) There is

another retrieval in process, or 3) The Box is not on file. CONTRACTOR shall notify the requestor for each such Box which cannot be retrieved and shall state the reason the Box cannot be retrieved. If the Box is not on file, CONTRACTOR shall specify the reason the Box is not on file (i.e., the Box was never received into storage).

5.4.3.6 Borrowed Boxes of Records/Documents

When a Box of Records or Documents is Borrowed, CONTRACTOR shall indicate such fact and shall continue to retain such record on the Inventory System. Borrowed Boxes, when returned to CONTRACTOR, shall be refilled.

5.4.3.7 Withdrawn Boxes of Records/Documents

When a Box of Records or Documents is Withdrawn, CONTRACTOR shall indicate such fact on CONTRACTOR's Inventory System. If a Withdrawn Box is returned to CONTRACTOR for storage, it shall be received and processed as new inventory. COUNTY shall, when necessary, alter a Borrowed or Withdrawn designation as COUNTY determines the need to do so.

5.4.3.8 Regular Retrieval Requests for Retrieval and Delivery of All Boxes of Case Records and Documents

CONTRACTOR shall retrieve and deliver Regular Retrieval Requests for Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records within three (3) workdays after receipt of the request.

When COUNTY adds additional stops to CONTRACTOR provided messenger service with a frequency of other than every other day, CONTRACTOR shall deliver Boxes requested to these sites by the next scheduled delivery day.

5.4.3.9 Emergency Retrieval Requests for Retrieval and Delivery of All Boxes of Case Records and Documents

There may be occasional requests for emergency retrieval and delivery of a Box(es) of IHSS Timesheets, Box(es) of GR/NAFS Case Records/Documents or Box(es) of Court/Audit Case Records. Emergency Retrieval Requests will be made by telephone or via fax by the designee at each COUNTY office listed on Technical Exhibit 6.3. CONTRACTOR shall, in these

instances, be responsible for retrieval and delivery of the requested Box(es) the next workday. Those Boxes being delivered to COUNTY offices that would normally receive delivery services the next day shall be included in the regular delivery. Those Boxes being delivered to COUNTY offices that would not normally receive delivery services the next day shall be delivered by a CONTRACT messenger. CONTRACTOR will receive a signed receipt which includes the time of delivery of the requested Boxes.

5.5 RELEASE OF STORED RECORDS/DOCUMENTS

Except for delivery of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records provided herein, or as otherwise expressly authorized by the CCA, or pursuant to a valid court order, CONTRACTOR shall not release a Case Record, Special Investigation Record, Box of IHSS Timesheets, Box of GR/NAFS Case Records/Documents or a Box of Court/Audit Case Records, or any part(s) thereof, to anyone but an authorized COUNTY employee as specified in Section 5.4.3.3 above. If CONTRACTOR should be asked to accept a subpoena for a Case Record, CONTRACTOR shall notify the server of the subpoena that the Custodian of Records is located at the DPSS Headquarters office at 12820 Crossroads Parkway South, City of Industry, California 91746 and that the subpoena should appropriately be served to that address.

5.6 PERMANENT REMOVAL OF STORED RECORDS/DOCUMENTS

5.6.1 General

COUNTY shall provide for destruction of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records and Boxes of Court/Audit Case Records independent from this Agreement. DPSS shall be responsible for said destruction throughout the term of the Agreement.

IN NO EVENT SHALL CONTRACTOR, OR ANY OF CONTRACTOR'S AGENTS, DESTROY OR CAUSE TO BE DESTROYED, ANY CASE RECORD, SPECIAL INVESTIGATION RECORD, BOX OF IHSS TIMESHEETS, BOX OF GR/NAFS CASE RECORDS/DOCUMENTS OR BOX OF COURT/AUDIT CASE RECORDS.

5.6.2 Retrieval of Stored Records/Documents for Destruction

Should it become possible for the COUNTY to destroy old Case Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case

Records/Documents, Boxes of Court/Audit Case Records, COUNTY shall furnish CONTRACTOR with a computer listing or closing years of Closed Case Records or Box Identifier Numbers for Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents or Boxes of Court/Audit Case Records to be retrieved for destruction. If COUNTY requests destruction of old Case Records based on closing years, COUNTY may need to identify specific records for CONTRACTOR to retrieve, rebox and save from destruction.

CONTRACTOR shall provide COUNTY with a computer listing of all positive and negative Special Investigation records, upon COUNTY notification of pending record destruction. The COUNTY will review and notify CONTRACTOR of any specific records COUNTY wishes to exempt from destruction and CONTRACTOR shall retrieve, rebox and save those records from destruction.

5.6.2.1 Logistics of the destruction will be coordinated by the CCA. Upon request from DPSS authorized staff, CONTRACTOR shall locate and pull all COUNTY designated Case and Special Investigation Records and Boxes, update the Inventory System to show that such Records/Boxes have been removed and prepared for COUNTY pick-up at CONTRACTOR's loading dock.

NO DELETION OF INFORMATION SHALL BE MADE FROM CONTRACTOR'S INVENTORY SYSTEM IN CONNECTION WITH PERMANENT REMOVAL OF CASE OR SPECIAL INVESTIGATION RECORDS OR ANY BOXES.

5.6.3 Permanent Removal of Boxes Upon Termination or Expiration of the Agreement

Upon termination or expiration of the Agreement or upon demand from COUNTY, and with receipt of written instructions from COUNTY, CONTRACTOR shall remove, identify, palletize and stage on its loading dock (or shipping area) all Boxes of DPSS Case or Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records in a manner acceptable to COUNTY, and at no cost to COUNTY, except as provided in Section VI, Paragraph 54.0 (*Termination for Convenience of the County*).

5.6.3.1 CONTRACTOR shall update its Inventory System to accurately reflect all Case and Special Investigation Records and all Boxes of IHSS Time Sheets, GR/NAFS Case Records/Documents and Court/Audit Case Records placed on its loading dock for pick-up

by COUNTY and provide COUNTY with an electronic listing of all such data in a readily readable file format.

- 5.6.3.2 CONTRACTOR shall assist and work with COUNTY and its designated movers in establishing and meeting transfer schedules and timetables. COUNTY, or COUNTY's designee, shall provide moving staff and necessary equipment to transfer its records off the CONTRACTOR's dock. (See Section VI, Paragraph 10.0, Completion of Contract).

5.7 CONTINGENCY PLAN FOR WORK STOPPAGE

In the event of any work stoppage caused by any labor dispute, CONTRACTOR shall continue all phases of the storage, retrieval, pick-up/delivery services specified herein.

5.8 MONTHLY MANAGEMENT REPORT

- 5.8.1 CONTRACTOR shall provide a monthly report, including but not limited to, workload statistics and documentation on the following, which shall be separately reported in the identified categories of 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records, 4) Boxes of IHSS Timesheets, 5) Boxes of GR/NAFS Records/Documents, 6) Boxes of Court/Audit Case Records and 7) activity related to the Department of Children and Family Services. Each category shall be reported separately, shall be due the 15th of the month following the service month and submitted with CONTRACTOR's invoice and shall include, but not be limited to, the following:
- a. Number of requests for a Record or Box received (identified as either a regular or emergent request), number of Record/Box retrievals, number of duplicate case records and refiles; number of Records/Boxes undeliverable as Record/Box is out to another district or not on file, (with the reasons the Record/Box is not on file); number of special pick-ups and deliveries; number of Records and Boxes sent to CONTRACTOR for storage, number of Records stored in categories 1 through 3 above; number of boxes retained on CONTRACTOR's shelves in categories 1 through 6 above and number of special stops at COUNTY offices for special deliveries.
 - b. CONTRACTOR's report for Department of Children and Family Services (DCFS) shall not include information on stops at DCFS facilities, on receipt of new cases, duplicate processing or number of

Boxes or Records stored on the shelves as this activity is not performed for DCFS.

- 5.8.2 CONTRACTOR shall perform periodic reconciliation of Open Case Records in storage to determine if any should be filed as Closed Case Records based on data provided by COUNTY in a mutually acceptable format.

5.9 FORMS

Forms applicable to the Statement of Work are listed and described below. COUNTY shall notify CONTRACTOR on changes to forms or additional forms necessary to the performance of any resultant Agreement before the Agreement start date and shall notify CONTRACTOR of changes or additional forms which may take place after Agreement start date. All forms listed are completed by COUNTY staff and forwarded to CONTRACTOR for required action (i.e., to receive and store, retrieve and refile a Case Record or Box).

5.9.1 Transmittal Forms

The PA 6, Miscellaneous Transmittal Form, and the PA 6-1, Miscellaneous Transmittal, are used by the COUNTY to send new Case Records and Boxes to storage; and to transmit the return of Case Records and Boxes to storage.

5.9.2 Request to Borrow Case Record, Boxes, Documents and Timesheets

The PA 2241, Request to Borrow Stored Records/Documents/Boxes, is used by the COUNTY in the following manner:

1. PA 2241 - This form is used by COUNTY to request some case records and to notify CONTRACTOR to update the Inventory System to reflect a change from Borrowed to Withdrawn status.
2. PA 2241-1 - This form is used by COUNTY to borrow boxes of GR/NAFS Case Records and Part II of the form is used to request Boxes of GR Documents.
3. PA 2422-2 - This form is used by COUNTY to request Boxes of IHSS Timesheets and to return Boxes of IHSS Timesheets.

5.9.3 Request for Case Record Gram

The PA 213, Request for Case Record Gram, is used by COUNTY to request some Case Records.

6.0 TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 6.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Agreement and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and Statement of Work. In addition, the PRS is not meant to be a conclusive list of all monitored items. The COUNTY will monitor for the entire provisions in the Contract. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for penalties.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. The COUNTY will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

6.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart follows the PRS as Technical Exhibit 6.1 and provides the following:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column one of chart).
2. Denotes the indicators used to determine that the Standards have been met (Column two of chart).

3. Defines the Standard of performance for each required service (Column three of chart).
4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column four of chart).
5. Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 5 of chart). These indicators may serve as the baseline for assessing liquidated damages.

6.3 QUALITY ASSURANCE

Each month CONTRACTOR performance will be compared to the contract standards and Acceptable Quality Levels (AQL's) using the COUNTY's Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

1. Review of Reports, Statistical Records and Files.
2. User Complaints.
3. Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
4. Site visits.

6.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (see Technical Exhibit 6.2) will be issued.

2. If a CDR is issued, it will be sent to the Contract Manager or alternate.
3. Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.
4. The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to deem it an unsatisfactory performance for the month.

6.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided;

Sample Size - The number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

An *Unsatisfactory Performance Indicator (UPI)* dollar amount assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If twelve discrepancies are found, the entire lot is considered unsatisfactory. For example, if \$5 per incident is to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \div 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- $120 \div \$5 = \600

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may require the service be properly performed prior to the next scheduled performance review.

6.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform with the requirements of the contract, COUNTY shall have the right to apply the following non-performance remedies:

- a. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- b. Assess penalty amounts for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL.
- c. Suspend or cancel the Contract for systematic, deliberate misrepresentations.

This does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in this contract Section VI, Paragraph 54.0, *Termination for Convenience of COUNTY*, herein above.

- d. Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be offset against CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARDS	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
Quality Control (QC) Section VI, 23.0 and Attachment A, Section 1.4	Contractor maintains QC Plan, monitors and reviews records.	QC Plan provided to CCA at contract start-up, revisions provided as requested by CCA. File of QC and monitoring review records maintained and provided as requested by CCA.	0%	\$10 per day late, \$10 per item deficient.
Separate storage/tracking Attachment A, Section 5.1	Separate storage and tracking maintained.	Contractor stores DPSS records separately from other customers. Contractor stores and tracks in the following six categories and adds or deletes categories as directed by County: 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records subdivided into negative and positive, 4) Boxes of GR/NAFS Case Records/Documents, 5) Boxes of IHSS Timesheets and 6) Boxes of Court/Audit Cases, separated by type.	0%	\$500 per month for integrated storage with other customers. \$5 per case record or box not stored by category; \$500 per month each month separate tracking not provided.
Compliance with All Laws Section VI, 12.0	Compliance with all laws outlined in standard terms.	Compliance with EEO & Nondiscrimination, Civil Rights, Child/Elder Abuse Reporting Responsibilities .	0%	\$50 per each occurrence.
Pick-up and Delivery Attachment A, Section 5.2	Messenger provided service.	Messenger picks up and delivers records and documents within ½ hour of scheduled arrival time at each office location and picks up a minimum of all records and boxes at each location or 125 records and 2 boxes at each office location. Regular requests are delivered in 3 workdays and emergent requests are delivered in 1 workday.	3%	\$10 per occurrence.

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARDS	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
Document processing and retrieval Attachment A, Section 5.3, 5.4	Record/Box processing, retrieval and refilling.	All records/boxes tracked on inventory system, stored in boxes and all boxes stored on shelves. Records/Boxes are processed correctly on Inventory System, retrieved timely and refiled correctly. Duplicate records are reconciled to ensure record retrieval.	5%	Actual amount assessed by State or Federal audit for a permanently lost Case/Special Investigation Record up to \$12,500 or a minimum of \$20 per occurrence for a lost Record or Box. \$25 per occurrence for late delivery of emergent or regular retrieval requests in excess of allowable deviation.
Monthly Management Reports Attachment A, Section 5.8	Monthly Reports received timely.	Monthly report received by the 15 th of each month, providing workload statistics and documentation on each of the six (6) categories of storage, as well as activity by the Dept. of Children and Family Services.	5%	\$50 for each occurrence, in a contract year, which exceeds the allowable deviation.
Key Contractor Personnel Attachment A, Section 5.1.3	Contract Manager and Alternate available.	Contractor provides Contract Manager and alternate, who are available during normal working hours from contract start-up, and who respond to County requests in contract operation matters.	5%	\$25 per occurrence which exceeds allowable deviation.
Confidentiality Section VI, 14.0	Employees maintain confidentiality.	Each contractor employee has signed Employee Acknowledgement & Confidentiality Agreements and maintains confidentiality in handling case records.	0%	\$50 per occurrence.

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARDS	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
Complaints Section VI, 14.0	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides update to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days.	5%	\$10 per occurrence which exceeds allowable deviation.
Consideration to Hire GAIN/GROW participants Section VI, 17.0	Active effort to consider GAIN/GROW participants for employment.	Contractor provides effort to consider GAIN/GROW participants for employment.	0%	\$25 per occurrence.
Release of Records/Documents Attachment A, Section 5.5	Records/ Documents Released to Authorized Personnel.	Contractor releases records/documents only to persons authorized at County office locations or otherwise by CCA or a valid court order. Subpoenas directed to DPSS headquarters.	0%	\$50 per occurrence.
Removal of Stored Records/Documents Attachment A, Section 5.6	Contractor removes cases for destruction and at termination of agreement.	Contractor stages requested inventory boxes on loading dock for destruction, as instructed by County. Inventory system updated, and records exempted from destruction are reboxed. Contractor works with County, at end of contract, to transfer inventory. All inventory loaded on the dock, in keeping with timetables & Inventory System updated to reflect transferred records/boxes.	0%	\$500 per workday.

TECHNICAL EXHIBIT 6.2
CONTRACT DISCREPANCY REPORT

**TECHNICAL EXHIBIT 6.2
CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of CCA

Date

**COUNTY
ACTIONS:**

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date _____

Contract Representative's Signature and Date _____

TECHNICAL EXHIBIT 6.3
COUNTY OFFICE ADDRESSES

COUNTY OFFICE ADDRESSES

OFFICE #	OFFICE NAME	ADDRESS
012	Exposition Park	3833 S. Vermont Ave., 2 nd Floor, Los Angeles, Ca. 90020
058	Exposition Park GAIN	3833 S. Vermont Ave., Los Angeles, Ca. 90020
305	Appeals & State Hearing	3833 S. Vermont Ave., 4 th Floor, Los Angeles, Ca. 90020
013	Metro Family	2615 S. Grand Ave., 6 th Floor, Los Angeles, Ca. 90007
068	Edwards Processing Center	2615 S. Grand Ave., Los Angeles, Ca. 90007
089	Medi-Cal Mail In Processing	2615 S. Grand Ave., Los Angeles, Ca. 90007
513	Metro Family GAIN	2615 S. Grand Ave., 1 st Floor, Los Angeles, Ca. 90007
070	Metro Special	2707 S. Grand Ave., 3 rd Floor, Los Angeles, Ca. 90007
069	Metro Adult Services	2707 S. Grand Ave., 2 nd Floor, Los Angeles, Ca. 90007
469	Metro Adult - APS	2707 S. Grand Ave., Los Angeles, Ca. 90007
1069	Centralized Application & Timesheet Team	2707 S. Grand Ave., 2 nd Floor, Los Angeles, Ca. 90007
009	West Los Angeles	11390 W. Olympic Blvd., Los Angeles, Ca. 90064
064	Southeast GAIN	5460 Bandini Blvd., Bell, Ca. 90201
006	Cudahy	8130 S. Atlantic Blvd., Cudahy, Ca. 90201
026	Compton	211 E. Alondra Blvd., Compton, Ca. 90220
007	South Special Aids	17600 S. Santa Fe Ave., Rancho Dominguez, Ca. 90721
031	South Family Aids	
077	South Adult Services	
477	South Adult Services - APS	17600 S. Santa Fe., Module #53, Rancho Dominguez, Ca, 90721
062	Paramount - Main	2959 Victoria St., Rancho Dominguez, Ca. 90221
561	South County GAIN	2959 Victoria St., Rancho Dominguez, Ca. 90021
043	Harbor General Hospital	1000 W. Carson St., Torrance, Ca. 90509
039	Harbor-UCLA Med. Center	
049	Martin Luther King Hospital	12021 Wilmington Ave., Los Angeles, Ca. 90059

OFFICE #	OFFICE NAME	ADDRESS
090	Canoga Park Medi-Cal	9035 Canoga Ave., Canoga Park, Ca. 91304
032	San Fernando Branch	12847 Arroyo St., Sylmar, Ca. 91342
011	East Valley	14545 Lanark St., Panorama City, Ca. 91402
401	Panorama City APS	7555 Van Nuys Blvd., Van Nuys, Ca. 91405
073	Glendale Adult Services	3307 N. Glen Oaks Blvd., Burbank, Ca. 91504
071	East San Fernando GAIN	3307 N. Glen Oaks Blvd., Burbank, Ca. 91504
4073	Burbank APS	2501 W. Burbank Blvd., #208, Burbank, Ca. 91504
002	Glendale	4680 San Fernando Rd., Glendale, Ca. 91205
005	Belvedere	5445 E. Whittier Blvd., 3 rd Floor, Los Angeles, Ca. 90022
505	Belvedere GAIN	5445 E. Whittier Blvd., 1 st Floor, Los Angeles, Ca. 90022
004	El Monte Assistance Payments	3350 Aerojet Ave., El Monte, Basement, Ca. 91731
020	San Gabriel Assistance Payments	3352 Aerojet Ave., 6 th Floor, El Monte, Ca. 91731
041	1115 Waiver Medicaid Demonstration Project	3401 Rio Hondo Ave., El Monte, Ca. 91731
074	El Monte Adult Services	3629 Santa Anita Ave., El Monte, Ca. 91721
055	Santa Anita GAIN	3629 Santa Anita Ave., 1 st Floor, El Monte, Ca. 91721040
040	Norwalk	12727 Norwalk Blvd., Norwalk, Ca. 90650
084	Rancho Los Amigos Hospital	7601 Imperial Highway, Downey, Ca. 90242
474	East Los Angeles APS	133 N. Sunol Drive, Los Angeles, Ca. 90063
300 311 312, 315, 359 314	VIP Helpline Administration West MIE Research & Statistics	12820 Crossroads South, City of Industry, Ca. 91746
309	Administration Main	12860 Crossroads South, City of Industry, Ca. 91746

OFFICE #	OFFICE NAME	ADDRESS
310	Administration East	12900 Crossroads South, City of Industry, Ca. 91746
080	Medi-Cal Long Term Care	17171 E. Gale Ave., City of Industry, Ca. 91745
016	Child Medi-Cal Enrollment	
036	Pomona	2040 W. Holt Ave., Pomona, Ca. 91766
019	Pomona Adult Services	
056	GAIN Region III - Cal Learn	2255 N. Garey Ave., Pomona, Ca. 91706
419	Glendora APS	130 W. Route 66, Suite 224, Glendora, Ca. 91740
054	Pasadena IHSS	145 Vista Ave., Suite 101, Pasadena, Ca. 91107
003	Pasadena	955 N. Lake Ave., Pasadena, Ca. 91104
057	GAIN Reg. III - San Gabriel	3216 Rosemead Blvd., El Monte, Ca. 91731
060	Rancho Park	11110 W. Pico Blvd., Los Angeles, Ca. 90064
075	Rancho Park Adult Services	
449	Mid-Wilshire APS	532 S. Vermont Ave., Room 110, Los Angeles, Ca. 90020
313	Child Support	3435 Wilshire Blvd., 8 th Floor, Los Angeles, Ca. 90010
321	Finance Division	
357	Internal Affairs	3435 Wilshire Blvd., 6 th Floor, Los Angeles, Ca. 90010
308	Civil Rights	
042	Private Hospitals	2910 W. Beverly Blvd., Los Angeles, Ca. 90057
061	OBRA Outreach	
088	Department of Mental Health	
085	Perinatal Clinics	
059	Central County GAIN	
038	Metro North	2601 Wilshire Blvd., Los Angeles, Ca. 90057
538	Metro North GAIN	
027	South Central	10728 S. Central Ave., Los Angeles, Ca. 90050

OFFICE #	OFFICE NAME	ADDRESS
008	Southwest Special	1326 W. Imperial Highway, Los Angeles, Ca. 90044
087	Southwest Adult Aids	
372	Welfare Fraud Prevention	
999	GR/NAFS Cen. Processing	
4077	Lawndale APS	14623 Hawthorne Blvd., Suite 410, Lawndale, Ca. 90260
584	West County GAIN - Reg. I	5200 W. Century Blvd., Los Angeles, Ca. 90045
458	Venice Service Center - APS	5757 Century Blvd., Los Angeles, Ca. 90045
083	Southwest Family	923 Redondo Blvd., Inglewood, Ca.
487	Florence/Firestone APS	7807 S. Compton Ave., Los Angeles, Ca. 90001
017	Florence	1740 E. Gage Ave., Los Angeles, Ca. 90001
015	Metro East	2855 Olympic Blvd., Los Angeles, Ca. 90023
095	High Desert Hospital	44900 N. 60 th Street West, Lancaster, Ca. 93534
034	Lancaster	349 East Avenue K-6, Lancaster, Ca. 93535
035	Lancaster Adult Services	
050	Palmdale GAIN	1050 E. Palmdale Blvd., Palmdale, Ca. 93550
534	Lancaster GAIN	
051	Santa Clarita Branch	27233 Camp Plenty Road, Canyon Country, Ca. 91351
065	Olive View Medical Center	14445 Olive View Dr., #S, Sylmar, Ca. 91342
032	San Fernando Branch	12847 Arroyo St., Sylmar, Ca. 91342
001	Northwest Region - Chatsworth Adult Services	21615 Plummer St., 1 st Floor, Chatsworth, Ca. 91311
882	Workforce Services District	21615 Plummer St., 2 nd Floor, Chatsworth, Ca. 91311
082	West Valley Workforce Services District	21415 Plummer St., Chatsworth, Ca. 91311

OFFICE #	OFFICE NAME	ADDRESS
052	W. San Fern. Valley GAIN	21415-B, Plummer St., Chatsworth, Ca. 91311
555	Santa Clarita GAIN	
582	W. Valley GAIN - Reg. II	
010	Echo Park	2415 W. 6 th St., Los Angeles, Ca. 90057
022	Wilshire Capi District	
014	Civic Center	813 E. 4 th Place, Los Angeles, Ca. 90012
428	Civic Center Homeless Project	
066	Lincoln Heights	4077 N. Mission Rd., Los Angeles, Ca. 90032
566	Lincoln Heights GAIN	
029	USC Medical Center - Women	1910 N. Main St., Los Angeles, Ca. 90033
018	USC Medical Center	
025	Pediatric Pavilion	
046	Medical OB Contracts	
030	USC Medical Center - Psychiatric	

ATTACHMENT B
CONTRACTOR BUDGET AND EMPLOYEE BENEFITS

REQUIRED BID SHEET
CASE RECORD STORAGE AND RETRIEVAL SERVICES

The undersigned offers to furnish all personnel, goods and services necessary for provision of Case Record Storage and Retrieval Services as detailed in this Request for Proposals.

I agree to provide all personnel, goods and services for Los Angeles County at the following Firm Fixed Prices for the specified Service Categories as follows:

SERVICE CATEGORY	PRICE PER UNIT	MONTHLY AVERAGE COMPLETED BY COUNTY	SUBTOTAL A (Price per Unit X Monthly Estimate)	NUMBER OF MONTHS	TOTAL ESTIMATED FIVE YEAR PRICE (Subtotal A X 60 Months)
I. CASE RECORD STORAGE AND RETRIEVAL					
A. Receipt and Processing of a New Case Record for Storage	1.85	49,730	92,001	60	5,520,060
B. Processing of a Duplicate Case Record	1.85	7,620	14,097	60	845,820
C. Storage of a Box of Case Records (per box of records per month)	.15	293,248	43,987	60	2,639,220
D. Retrieval of a Case Record	1.68	4,072	6,841	60	410,460
E. Refiling of a Case Record	1.68	3,332	5,598	60	335,880
F. Data Entry per Case Record that is undeliverable (i.e., retrieval & delivery not possible - Case Record borrowed by another district)	.0	2,950	0	60	0
II. STORAGE AND RETRIEVAL OF BOXES OF IHSS TIMESHEETS, BOXES OF GR/NAFS CASE RECORDS/DOCUMENTS & BOXES OF COURT/AUDIT CASE RECORDS					
A. Receipt and Processing of a new Box of Records/Documents for Storage	1.85	425	786	60	47,160
B. Retrieval of a Box of Records/Documents	1.68	805	1,352	60	81,120
C. Refiling of a Box of Records/Documents	1.68	704	1,183	60	70,980
D. Storage of a Box of Records/Documents	.15	45,413	6,812	60	408,720
E. Data Entry per Case Record that is undeliverable (i.e., retrieval & delivery not possible - Case Record borrowed by another district)	0	Estimates unavailable	0	This category will not be evaluated for cost	N/A

SERVICE CATEGORY	PRICE PER UNIT	MONTHLY AVERAGE (COMPLETED BY COUNTY)	SUBTOTAL A (Price per Unit X Monthly Estimate)	NUMBER OF MONTHS	TOTAL ESTIMATED FIVE YEAR PRICE (Subtotal A X 60 Months)
III. GENERAL SERVICES					
A. Pick Up/Delivery per Regular Stop (every other workday) or a Special Stop	12.95	800	10,360	60	621,600
B. Pick Up/Delivery per Emergent Stop (within 1 workday of request)	22.95	171	3,924	60	235,440
IV. TOTAL FIRM FIXED PRICE FOR INITIAL TRANSFER AND INVENTORY OF ALL CASE RECORDS/BOXES (ONE TIME ONLY COST)					
A. Total fixed price for Initial Transfer & Inventory	0	0	0	0	0
V. TOTAL ESTIMATED FIVE-YEAR FIRM FIXED PRICE (excluding Category II E above & Case Destruction costs below)					11,216,460

FIRM FIXED PRICE FOR PERMANENT REMOVAL OF A BOX OF CASE RECORDS OR BOX OF DOCUMENTS FOR DESTRUCTION, INCLUDING UPDATING THE INVENTORY SYSTEM (In the event County is able to destroy records during the Contract Term): \$ 1.75

*No Cost of Living Increase shall be allowed for the term of the Agreement or any extension thereof.

This proposal shall remain firm and final for one hundred-eighty (180) days following the last day to accept proposals.

Tom McGovern 4-15-03
Signature of Authorized Agent Date

Tom McGovern
Typed Name of Authorized Agent
FILE KEEPERS, LLC
Firm Name
6277 East Slauson Avenue, Los Angeles, California 90040-3011
Firm Address

ATTACHMENT A

CASE RECORD STORAGE AND RETRIEVAL SERVICES
ANNUAL BUDGET SHEET

DIRECT COSTS

Payroll

<u>Employee Classification</u>	<u># of Each</u>	<u>% of Time</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>Total</u>
Management	1	100%	\$ 32.26	\$ 67,094	\$ 67,094
Management	1	50%	\$ 20.50	\$ 42,640	\$ 21,320
Drivers	3	100%	\$ 12.61	\$ 26,233	\$ 78,698
Lead Person	1	100%	\$ 14.31	\$ 29,775	\$ 29,775
File Processors	16	100%	\$ 8.29	\$ 17,242	\$ 275,865
<i>Total Salaries & Wages</i>	22				\$ 472,752

Employee Benefits

<u>Item</u>	<u># of Employees</u>	<u>Annual Cost</u>
Medical Insurance	22	\$ 33,264
Dental Insurance	22	\$ 8,976
Life Insurance	22	\$ 1,806
401k Plan	22	\$ 3,660
<i>Total Employee Benefits</i>		\$ 47,705

Payroll Taxes

<u>Tax</u>	<u>Annual Expense</u>
FICA	\$ 29,311
FUTA	\$ 3,782
SUI/ETT	\$ 5,984
Medicare	\$ 6,855
	\$ 45,932
Worker's Compensation	\$ 114,879
<i>Total Payroll Taxes</i>	\$ 160,811

(continued, next page)

ATTACHMENT A
(CONTINUED)

Insurance

<i>Type</i>	<i>Annual Expense</i>	
Liability	\$ 18,412	
Umbrella	\$ 8,286	
Auto	\$ 30,612	
Theft	\$ 1,732	
Property	\$ 24,577	
<i>Total Insurance</i>		<u>\$ 83,618</u>

Operating Expenses

Auto & Truck Expense	\$ 29,520	
Office Supplies	\$ 6,600	
Equipment Rental	\$ 16,200	
Operating Supplies	\$ 5,224	
Telephone	\$ 528	
Uniforms	\$ 1,781	
DPSS Customer Service	\$ 108,191	
<i>Total Operating Expenses</i>		<u>\$ 168,043</u>

TOTAL DIRECT COST \$ 932,929

INDIRECT COST

General Accounting/Bookkeeping	\$ 67,299	
Management Overhead	\$ 648,039	
Space	\$ 493,919	
<i>TOTAL INDIRECT COST</i>		<u>\$ 1,209,256</u>

TOTAL DIRECT AND INDIRECT COST \$ 2,142,185

PROFIT 5% \$ 101,107

TOTAL ANNUAL COSTS \$ 2,243,292

CASE RECORD STORAGE AND RETRIEVAL SERVICES
MONTHLY EMPLOYEE BENEFITS

Medical Insurance/Health Plan

Employer Pays \$ 122.88 Employee Pays \$ 58.18 Total Premium \$ 181.06

Annual Deductible:

Employee \$ 698.16

Family \$ 2089.12

Coverage (✓):

☒ Hospital Care (Inpatient _____ Out Patient _____)

☒ X-Ray & Laboratory

☒ Surgery

☒ Office Visits

☒ Pharmacy

☒ Maternity

_____ Mental Health/Chemical Dependency, Inpatient

_____ Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays \$ 14.72 Employee Pays \$ 0.00 Total Premium \$ 14.72

Life Insurance

Employer Pays \$ 3.52 Employee Pays \$ 0.00 Total Premium \$ 3.52

Vacation

Number of Days 10 And

Any Increase After 4 Years of Employment, Number of Days or Hours 5

Sick Leave

Number of Days 6 Per Year, And

Any Increase or Accumulation, Number of Days or Hours N/A

Holidays

Number of Days 10 Per Year

Retirement

Employer Pays \$ 0.50 (up to 2% of pay) Employee Pays \$ Up to 15% of pay Total Premium \$ _____

ATTACHMENT C
SAMPLE MONTHLY INVOICE FORMAT

**SAMPLE INVOICE FOR
OPEN, CLOSED & SPECIAL INVESTIGATION RECORDS**
(EACH CATEGORY MUST BE INVOICED & REPORTED SEPARATELY)

Date_____

Invoice Month_____

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. New receipts_____			
2. Refiles_____			
3. Duplicate Processing Fee_____			
4. Regular Retrievals_____			
5. Emergent Retrievals_____			
6. Undeliverable Retrievals_____			
7. Emergent Delivery Stop*_____			
8. Special Pick-Up/Delivery Stop_____			
9. Total Number - Box Retention_____			
10.Total Number - Record Retention_____	NA		NA

TOTAL AMOUNT DUE_____

Prepared by_____
(Signature)

(Note: Each billed category shall contain back-up documentation. *Regular and Emergent Delivery stops are general services which do not need to be separated into categories. These services can be charged to the closed case record invoice along with documentation.)

**SAMPLE INVOICE FOR
IHSS TIMESHEETS, GR/NAFS & COURT CASE BOXES**
(EACH CATEGORY OF BOXES MUST BE INVOICED SEPARATELY)

Date_____

Invoice Month_____

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. New Box Receipts_____			
2. Box Refiles_____			
3. Regular Retrievals_____			
4. Emergent Retrievals_____			
5. Undeliverable Retrievals_____			
(out to another district; not on file - give reason, i.e., box never received)			
6. Regular Delivery Stop_____			
(Every other day)			
7. Emergency Delivery Stop_____			
(Within one workday of request)			
8. Special Pick-Up/Delivery Stop_____			
9. Total Number - Box Retention_____			
TOTAL AMOUNT DUE _____			

Prepared By_____

(Signature)

(Note: Each category billed shall contain back-up documentation. *Regular and Emergent Delivery stops are general services which do not need to be separated into categories. These services can be charged to the closed case record invoice along with documentation)

**SAMPLE INVOICE FOR
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Date_____

Invoice Month_____

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. Regular Retrieval_____			
2. Emergent Retrieval_____			
3. Refiles_____			
4. Undeliverable Retrievals_____			
(out to another district; not on file - give reason not on file, i.e., case never received in storage)			

TOTAL AMOUNT DUE_____

Prepared By_____

(Signature)

ATTACHMENT D
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The following names with their telephone numbers are persons authorized legally to commit the Bidder/Contractor:

Tom McGovern	(323) 728-3133, ext. 310

Tom McGovern, President
Name and Title of Signer

Tom McGovern
Signature

1-10-03

Date

ATTACHMENT E

INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

REQUIRED FORMS: EXHIBIT C-3

INVITATION FOR BID/REQUEST FOR PROPOSALS
GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, The COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contractor, or (2) participated in any way in developing the contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this Contract do not fall within scope of Code section 2.180.010 as outlined above.

Tom McGovern, President

Name and Title of Signer

Tom McGovern
Signature

1-10-03
Date

ATTACHMENT F

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT**


**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, FILE KEEPERS, LLC, has entered into a contract with the County of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYEE ACKNOWLEDGMENT

- *I understand that FILE KEEPERS, LLC is my sole employer for purposes of this employment.*
- *I rely exclusively upon FILE KEEPERS, LLC for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, FILE KEEPERS, LLC, and the County of Los Angeles.*

 Tom McDevlin 1-10-10 (initial and date.)

CONFIDENTIALITY AGREEMENT

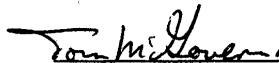
As an employee of FILE KEEPERS, LLC, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as condition of your work to be provided by FILE KEEPERS, LLC for the COUNTY.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

(Continued)

Please read the following agreement and take time to consider it prior to signing:

- I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between FILE KEEPERS, LLC and the County of Los Angeles.
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with FILE KEEPERS, LLC or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

 1/10/07 (Initial and date.)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, FILE KEEPERS, LLC, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: Tom McGovern
(Contractor Employee's Signature)

Date: 1-10-03

Name: Tom McGovern
(Please Print Contractor Employee's Name)

Social Security Number: 187-40-1823

Working Title: President

Original: Contractor
Copy: Contract Employee

ATTACHMENT G

**BIDDER'S/OFFEROR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO)
CERTIFICATION**

BIDDER'S/OFFEROR'S EEO CERTIFICATION

FILE KEEPERS, LLC

Bidder's/Offeror's Name

6277 East Slauson Avenue, Los Angeles, California 90040-3011

Address

95-2944123

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the *Civil Rights Act of 1964*, 42 USC Sections 2000e through 2000e-17, Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 10000*, California Departments of Social Services Manual of Policies and Procedures Division 21, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

- | | | | |
|----|--|--------------------------------------|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | <input checked="" type="radio"/> Yes | No |
| 2. | The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | <input checked="" type="radio"/> Yes | No |
| 3. | The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | <input checked="" type="radio"/> Yes | No |
| 4. | Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | <input checked="" type="radio"/> Yes | No |

Tom McGovern, President

Name and Title of Signer

Tom McGovern
Signature

January 13, 2003

Date

ATTACHMENT H

BIDDER'S/OFFEROR'S NON DISCRIMINATION IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

FILE KEEPERS, LLC

Bidder's/Offeror's Name

6277 East Slauson Avenue, Los Angeles, California 90040-3011

Address

95-2944123

Internal Revenue Service Employer Identification Number

GENERAL

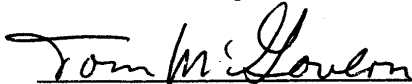
In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Sections 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | | (circle one) | |
|----|---|--------------------------------------|----|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | <input checked="" type="radio"/> Yes | No |
| 2. | The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | <input checked="" type="radio"/> Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | <input checked="" type="radio"/> Yes | No |

Tom McGovern, President

Name and Title of Signer



Signature

January 13, 2003

Date

ATTACHMENT I
EARNED INCOME CREDIT - NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. October 2001)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)



ATTACHMENT J
SAFELY SURRENDERED BABY LAW

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

TUB 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.**

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.